AGREEMENT BETWEEN THE

BIG BAY DE NOC SCHOOL DISTRICT
BOARD OF EDUCATION

AND

THE BIG BAY DE NOC SCHOOL DISTRICT
SUPPORT PERSONNEL

FOR

2025-2027

TABLE OF CONTENTS

ARTICLE 1	RECOGNITION	3
ARTICLE 2	UNION RIGHTS AND SECURITY	3
ARTICLE 3	EMPLOYEE RIGHTS	4
ARTICLE 4	BOARD RIGHTS	5
ARTICLE 5	SENIORITY	6
ARTICLE 6	LAYOFF AND RECALL	6
ARTICLE 7	VACANCIES, PROMOTIONS, TRANSFERS	7
ARTICLE 8	GRIEVANCE PROCEDURES	8
ARTICLE 9	WORKING CONDITIONS	9
ARTICLE 10	LEAVES OF ABSENCE	11
ARTICLE 11	NEGOTIATION PROCEDURES	12
ARTICLE 12	STRIKES	12
ARTICLE 13	WORK YEAR, WEEK, DAY	13
ARTICLE 14	DURATION OF THE AGREEMENT	13
ARTICLE 15	FRINGE BENEFITS	13
ARTICLE 16	COMPENSATION	16
ARTICLE 17	PROVISIONS SPECIFIC TO BUS DRIVERS	17
ARTICLE 18	MISCELLANEOUS PROVISIONS	20
SIGNATURE PAGE		19
CLASSIFICATIONS		20
SALARY SCHEDULE A		21
SCHEDULE B - GRIEVANCE REPORT		22
EMPLOYEE STEPS FOR 2025-27 SCHOOL YEARS		24

This agreement is entered into this first day of **July, 2025** by and between the Board of Education of the Big Bay de Noc School District, hereinafter referred to as the "Board" or "Employer," and the Big Bay de Noc local of the Michigan Education Support Personnel Association, hereinafter referred to as the "Union," "Association," or "MESPA."

PURPOSE AND INTENT

The general purpose of this agreement is to set forth terms and conditions of employment and to promote orderly and peaceful labor relations with the mutual interest of the Board, and employees as represented.

In light of the statutory obligation of the Board to bargain, pursuant to Act 379 of the Michigan Public Acts of 1965, with the Union with respect to hours, wages, and terms and conditions of employment, the parties have reached certain understandings which they desire to memorialize.

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

ARTICLE 1 - RECOGNITION

Section A
The Board hereby recognizes the Union as the sole and exclusive bargaining representative for all regular full-time and regular part-time support staff; office personnel, paraprofessionals, custodian-maintenance, maintenance head, food service, head cook, transportation employees, transportation head; however, excludes the Finance Director, and others whose duties are fifty percent (50%) or more supervisory or administrative. All employees shall be classified in one or more of the above divisions for the purpose of determining wages, salaries and benefits, in accordance with the expressed terms and conditions of this Master Agreement.

Section B
Unless otherwise indicated, the term "employee" or "bargaining unit member" when used hereinafter in this agreement shall refer to all members of the above-defined unit. All references to the male gender shall automatically be so construed as to include the female gender and vice versa.

Section C
MESPA is the sole bargain agent for this bargaining unit.

ARTICLE 2 - UNION RIGHTS AND SECURITY

Section A
All terms and conditions of employment including wages, hours of work, extra compensation for duties outside regular hours of work, relief periods, leaves, and general employment conditions of all positions shall be maintained at not less than the highest minimum standards in effect at the time this agreement is signed except as provided for by article 4—Board Rights.

Section B
Employees covered by this agreement at the time it becomes effective may elect to continue or become members in the Union.

Section C
The Association agrees to indemnify and hold the Board, including each individual school board member, harmless against any and all claims, demands, costs, suits, or other forms of liability including, but not limited

to, back pay and all out-of-court or administrative agency costs that may arise out of or by reason of any action by the Board for the purpose of complying with this Article.

Section D
The Union shall be provided with adequate space on existing bulletin boards in each building for the purpose of posting Union materials. The Union shall also have the right to use the school mails as determined by State and Federal Law.

Section E
Special conferences for important matters will be arranged between the Union President and the representative of the Employer upon the request of either party. Such meetings shall be between at least two (2) representatives of each party and held at a mutually agreed upon time.

Section F
The Union shall have the right to use school facilities for meetings and school equipment such as but not limited to copier equipment, and audio-visual equipment. The Union shall have the use of the school equipment, and any costs for such use shall be borne by the Union.

Section G
Employees shall be represented by elected and/or appointed officers and stewards: Each school year the Union shall furnish the names of officers and stewards upon their election or appointment. The stewards may represent and/or investigate and present grievances to the Employer during hours in which the grievant and stewards are not scheduled to work unless a meeting during work hours is requested by the Employer.

Section H
In accordance with applicable laws concerning the right to information, the Employer agrees to furnish the Union, upon request, with information which is available concerning salary status which is necessary for the development and processing of grievances and/or negotiating proposals.

Section I
The duties of any bargaining unit member or the responsibilities of any position in the bargaining unit shall not be altered, increased, or transferred without reason. The District shall meet and confer with the Association on any job description change subject to the terms and conditions of this Master Agreement. Opportunities for additional work (janitorial services etc…) shall be offered to all bargaining unit members on a rotating basis. Students will not be assigned any Bargaining Unit work without the work first being offered to the Bargaining Unit members unless part of a program allowable under MDE.

ARTICLE 3 - EMPLOYEE RIGHTS

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

Union or collective negotiations with the Employer, his/her institution of any grievance or complaint or proceeding under this agreement or otherwise with respect to any terms or conditions of employment.

Section B
Employees shall be entitled to full rights of citizenship and no religious or political activities of any employee or lack thereof shall be grounds for any discipline or discrimination with respect to the employment of such employee. The private and personal life of the employee is not within the appropriate concern or attention of the Employer unless such private and personal actions adversely affect the job performance, position, and/or responsibilities of said employee.

Section C
No employee shall be disciplined (including warnings, reprimands, suspensions, reduction in rank or occupational advantage, discharge, or other actions of a disciplinary nature) without just cause. Any such discipline including reprimand shall be subject to the grievance procedure. Specific grounds forming the basis of or for such disciplinary action shall be made available to the Union. Evaluations shall not be subject to the grievance procedure.

Section D
An employee shall be entitled to have present a representative of the Union during any meeting which leads or may lead to disciplinary action. If disciplinary action seems likely, the Employer agrees to so advise the employee.

Section E
The Employer agrees to verbally notify the employee of the pending inclusion of any reprimand(s) or written warning(s) in the personnel file. The reprimand or warning shall be initialed by both parties prior to inclusion. Within 60 (sixty) days, the employee has the right to attach his/her own written comments to the reprimand or warning. The employee has the right to review his/her personnel file in the presence of an administrator.

ARTICLE 4 - BOARD RIGHTS

Section A
All Board rights and functions, except those which are clearly and expressly abridged by this agreement, shall remain under the exclusive control of the Board. It is expressly recognized that such rights and functions include, but are not limited to:

1. Full and exclusive control of the management of the School District, the supervision of all operations and methods, processes, means and personnel by which any and all work will be performed; the control of the property, and the composition, assignment, direction, and determination of the size and type of work force.

2. The right to change or introduce new or improved operations, methods, procedures, means, or facilities, and the right to determine whether, and to what extent, work shall be performed by employees.

3. The right to determine the work to be done and the standards to be met by employees covered by this agreement.

4. The right to hire, establish classifications, promote, demote, transfer, release, and lay off employees.

5. The right to determine the qualifications of employees and to suspend, discipline, and discharge employees for cause, and otherwise to maintain an orderly and efficient operation.

ARTICLE 5 - SENIORITY

Section A
Seniority shall be defined as the length of service within the District as a member of the bargaining unit with accrual beginning from the bargaining unit member's most recent date of hire. Seniority shall accrue equally for all employees working four (4) hours per day or twenty (20) hours per week. Employees working fewer hours than these will have seniority prorated annually based on hours worked. In the event that more than one individual has the same date of hire, position on the seniority list shall be determined by a drawing held by the Union and administration at a mutually agreed upon time and place.

Section B
When an employee transfers from one classification to another, he/she is then considered least senior in that new classification.

Section C
The Employer shall prepare and post the seniority list conspicuously in all buildings of the District within thirty (30) days of the effective date of this agreement and by October 1 on an annual basis thereafter for successive seniority lists. If a bargaining unit member objects to his/her placement on the seniority list, he/she shall have thirty (30) days from the date of the posting of the seniority list to meet jointly with the Union and the District's representative to discuss the discrepancy and shall be entitled to have his/her seniority adjusted as long as such adjustment is within the terms and conditions of this agreement. Following the thirty- (30) day objection period, the seniority list shall become final for that year.

Section D
An employee shall lose seniority only for the following reasons: if his/her employment is terminated for just cause; he/she quits, resigns, retires, is transferred to a non-bargaining unit position, or is no longer on the recall list.

Section E
Seniority shall continue to accrue for all bargaining unit members on paid leave of absence, short-term disability, and unpaid sick leave when the leave is approved by the board of education. Seniority shall not accrue while an employee is on layoff or unpaid leave other than sick leave.

Section F
Newly hired employees shall be subject to a probationary period of thirty (30) working days. In the event that a newly hired employee has been substituting in the classification of hire for more than thirty (30) working days, the probation period will be waived. Seniority and benefits, other than insurance, shall not accrue while an employee is on probationary status. If the employee is hired permanently, the date of hire shall be the initial date of continuous employment with the District.

ARTICLE 6 - LAYOFF AND RECALL

Section A
The procedures set forth in this Article shall be used in laying off personnel. Layoff shall be defined as a necessary reduction in the work force. Least senior employee by classification shall be laid off first.

Section B

No bargaining unit member shall be laid off pursuant to a necessary reduction in the work force unless said bargaining unit member shall have been notified in writing of said layoff thirty (30) calendar days prior to the effective date of layoff. In the event of a necessary reduction in work force the Employer shall identify the specific position(s) to be eliminated and shall notify the bargaining unit member(s) in those positions. Bargaining unit members whose positions have been eliminated due to reduction in work force or who have been affected by a layoff/elimination of position shall have the right to assume a position in their classification(s) for which they are qualified which is held by a less seniored bargaining unit member. In no case shall a new employee be employed by the Employer while there are laid off bargaining unit members who are qualified for a vacant or newly created position.

Section C
Notice of recall shall be sent to the employee at their last known address by registered or certified mail. If an employee fails to report to work within twenty (20) working days from the date of mailing the notice of recall, he/she shall be considered a quit. It is the responsibility of the laid off employee to notify school administration should he/she move or is on an extended leave from the area if a recall should take place.

Section D
Employees on layoff shall retain their seniority and be eligible for recall for two (2) years at which time they must submit in writing their request to be left on the recall list. Should a laid off employee turn down an offer to return to a position for which he/she is qualified, the employee would be taken off the recall list. In the event the employer's offer will be of lesser hours than the position held at the time of lay-off, he/she will remain on the recall list. Recall rights are limited to three (3) years from the date of layoff.

ARTICLE 7 - VACANCIES, PROMOTIONS, TRANSFERS

Section A
1. A vacancy shall be defined as a newly created position or a present position that is not filled in the bargaining unit. If at any future date a position is created within the District, the Board will place such position in the proper job classification.
2. A vacancy shall be posted within ten (10) working days of its creation or when it becomes vacant in the bargaining unit.
3. The posting and hiring process for new jobs must be completed within twenty-five (25) working days.

Section B
All vacancies shall be posted in a conspicuous place in each building of the District for a period of ten (10) working days. Employees may apply for a vacant position in writing during the ten- (10) working day period. The Employer agrees to notify employees of vacancies during the summer months by sending notice of the vacancy to the Union President.

Section C
Vacancies will be filled on the basis of seniority, qualifications, skill, and ability. Unless the Employer can establish that one of the applicants has greater qualifications, skill or ability, the employee/applicant with the greatest seniority will be awarded the position.

Section D
Upon transfer the employee will receive the wages and other benefits of that position. Employees who have transferred from one position to another will be subject to a thirty- (30) working day probationary period. During the thirty (30) working day probation the employee has the option to remain in the new position or return to the previous position. However, should the administration decide that the employee is unable to handle

the position he/she will be able to return to his/her previous position within the thirty (30) working day probation.

ARTICLE 8 - GRIEVANCE PROCEDURE

Section 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 hereinafter provided. It shall be recognized that a grievance is a complaint alleging a violation of a specific article or a sanction of this agreement. The following matter shall not be the basis of any grievance filed under the procedure outlined in this article: the termination of services or failure to re-employ any probationary employee.

Section B
When possible and practical, grievances will be processed during times which do not interfere with the assigned duties of the grievant or his/her representative. Should the Board agree to hold the proceedings during regular working hours, an employee participating in any level of the grievance procedure or an employee who is a party of interest will be released from assigned duties without loss of wages.

Section C
An employee, at any time, may present the grievance at any level and have the grievance adjusted without intervention of the Association, provided, however, that said adjustment is not inconsistent with the terms of this agreement and the Association has been given an opportunity to be present at such adjustment.

Step One
Within five (5) working days of the occurrence of an alleged grievance, the employee shall submit on the form attached to this agreement as Schedule B, a written grievance to his/her immediate supervisor. If a grievance is not submitted within five (5) working days, then the grievance shall be considered waived. Within five (5) working days following the receipt of the written grievance the supervisor shall meet with the employee in an effort to resolve the grievance. Within five (5) working days following said meeting the supervisor shall submit a written answer to the employee.

Step Two
If the employee is not satisfied with the written answer of the supervisor within five (5) working days following receipt of said answer, the grievance shall be submitted to the Superintendent. Within seven (7) working days the Superintendent shall meet with the employee in an effort to resolve the grievance. Within five (5) working days following said meeting the Superintendent shall submit a written answer to the employee.

After step two of the grievance process, either side may request non-binding mediation from the Michigan Employment Relations Commission.

Step Three
If the employee is not satisfied with the written answer of the Superintendent, within five (5) working days following receipt of said answer the grievance shall be submitted to the Secretary of the Board or its designee. The Board at its next regular meeting or within four (4) weeks, whichever occurs first, shall meet with the employee and local Association in an effort to resolve the grievance. The Board shall then have ten (10) working days in which to deliver a written answer to the Association.

Step Four

If the local Association is not satisfied with the written answer of the Board, within seven (7) working days following receipt of said answer the grievance may be submitted to the American Arbitration Association in accordance with its rules.

Section D
The Board and the employee or his/her designated representative shall not be permitted to assert in such arbitration proceedings on any ground or rely on any evidence not previously disclosed to the other party. The arbitrator shall have no power to alter, add or subtract from the terms of this agreement. Both parties agree to be bound by the ruling of the arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction. The fees and expenses of the arbitrator shall be equally shared by the parties involved.

Section E
The time limits provided in this article shall be strictly observed but may be extended by written agreement of the parties. In the event that a grievance is filed after May 15 of the current school year and strict adherence to the time limits may result in hardship to any party, the Board may use its best efforts to process such grievance prior to the end of the school term or as soon as possible. Notwithstanding the expiration of this agreement, any claim or grievance arising during this agreement may be processed through the grievance procedure until resolution.

ARTICLE 9 - WORKING CONDITIONS

Section A
Any employee that is directed to assist disabled students during the performance of their regular duties shall be provided necessary equipment and training in proper hygienic practices to carry out their job responsibilities. During the hiring process of any bargaining unit member who may be required to provide school health services or self-care activities, the Employer shall advise the member in writing of the acts, functions, or activities the member may be asked to perform and actions they may encounter. The District shall assure the necessary liability insurance coverage for these employees. No present employee shall be required to administer prescription drugs unless required by law. In the event that a child with an ongoing communicable disease is allowed by policy or by law to attend school, all bargaining unit members having contact with the student shall be notified in advance of the child's placement and/or return to school to the extent such notification is permitted under law. The District shall provide in-service training in hygienic practices and management to bargaining unit members coming into contact with students having such communicable diseases. The District shall provide all necessary supplies and materials needed by the employee to perform their job responsibilities in regards to this provision.

Section B
On those days when school has a delayed start, early dismissal or is canceled because of conditions not within the control of the school authorities and there is no penalty from the School Aid Act, most classifications of employees will not be expected to report to work, but may be requested by the Superintendent or supervisor to report as soon as possible or to remain until the building is properly closed down. If an employee is requested to report to work and refuses, that employee will have their accumulated personal business time reduced by the equivalent of one day of work. Those employees performing custodial duties as part of their normal daily work duties will be expected to report to work for the amount of time equivalent to his/her daily custodial and transportation time. Days and/or times of exception may be granted by the Superintendent (i.e. power outages).

On those days when school is cancelled and must be rescheduled according to the School Aid Act, full-year employees may either report to work or elect not to work that day and take vacation or compensatory

time off.

If school is cancelled after it has started and students are sent home, all employees except full-year employees and bus drivers shall be entitled to go home once the building and work materials have been adequately closed and/or cared for. Administrative Assistants, the Transportation Director, and drivers would complete their regular duties to ensure the safe delivery of students and proper closing down of the building prior to leaving for the day.

Should the cancellation of school create the necessity to make up the day, those employees already at their work station as scheduled will be paid from the time their job commences until they are informed that school is cancelled and their building or work material has been closed or cared for but not less than two (2) hours. If the District is required to make up days or hours, all employees will be required to work.

Section C
Full-time employees who work for six (6) or more continuous hours shall be entitled to two (2) fifteen- (15) minute relief periods. All full-time employees shall have an unpaid, thirty- (30) minute, duty-free lunch break.

Section D
The Employer agrees that no employee be required to work under unsafe or hazardous conditions. Further, the Employer agrees to provide without cost to the employee necessary safety equipment, not to include normal work apparel, for the performance of their regular duties. First aid kits shall be available in the employee's immediate work area for employee use.

Section E
Each employee shall be covered by the applicable Worker's Compensation Laws.

If an employee becomes disabled as the result of a work-related injury, the employee shall have the right to return to his/her former or equivalent position for up to two (2) years subsequent to the date the disability began. After this two- (2) year period the employee shall be entitled to the first available vacancy for which he/she is qualified in accordance to the recall procedures of this contract.

Section F
In the event that an administrator is not available to hand out prescribed medication employees may be required to do so under the guidelines of School Board policy. In the event of a medical emergency the Board indemnifies and holds harmless the employee's efforts to assist any student.

Section G
The Employer agrees to give assistance to employees in relation to requests for maintenance of control and discipline in the employee's work area. When short-term or emergency situations present themselves, employees may be required to supervise students provided that such supervisory time is paid time at the employee's normal rate of pay.

Section H
The Employer agrees to reimburse each employee who to attends authorized training or special schooling the amount spent for fees, mileage from school, meals, and lodging if required. The school vehicle is to be used when available. The Employer also agrees to pay the employee his/her regular rate of pay for each hour of classroom attendance and up to one and one half (1 ½) hours of travel time or a full day's wage, whichever is greater. Hours worked over forty (40) in a week, not including travel time, will be paid at time and one-half (1/2).

Section I
In the event a support staff member has to substitute for a teacher, the employee will be compensated $22 per period for a secondary class and $22 per hour in an elementary placement.

ARTICLE 10 - LEAVES OF ABSENCE

Section A - Sick Leave
Employees in the Big Bay de Noc District shall be granted sick leave days at the rate of ten (10) days per year for less than full-year employees and twelve (12) days for full-year employees. The Employer shall furnish each bargaining unit member with a written statement at the beginning of each school year setting forth the total accumulated sick leave credit for said bargaining unit member. Paid sick leave will be accumulated based on hours: each day credited will be based upon the normal daily hours worked by the employee during the month earned (based upon posted hours for the employee's position). The unused portion shall be allowed to accumulate to one thousand eighty (1,080) hours. Sick leave may be used for the employee's illness, maternity, including pregnancy and childbirth, disability, or illness or injury in the employee's immediate family. Immediate family shall be defined to include the employee's spouse, parent, child, brother, sister, parent-in-law, grandparents, grandchild, stepparent, stepchild or anyone who has stood in that relationship to the bargaining unit member, or domestic partner who resides in the employee's household. Others may be included with administrative approval. Up to the equivalent of five (5) days (based upon posted hours for the employee's position) of the accumulated sick leave may be used for illness of a person in the immediate family. Sick leave shall not accumulate while an employee is on probationary status unless he/she has transferred from another job in the District and has been receiving this benefit.

Section B
Each employee shall be entitled to personal business leave each year equivalent to two (2) days for full-year employees, three (3) days for all other employees, or six (6) days for employees holding the administrative assistants position(s) (based upon posted hours for the employee's position). Unused days may be banked up to a maximum of forty (40) hours at which time unused hours over forty (40) may be rolled into the employee's sick leave accumulation.

Section C - Medical Leave
For the purpose of a foreseeable medical condition, the employee will notify the District at least thirty (30) working days prior to the expected date of the foreseeable medical leave of his/her intent to use this leave provision. An emergency or unforeseen complication shall be reason for exception to the notification time period. The employee will be allowed to continue work until such time as he/she is no longer physically able to perform his/her duties as certified by his/her physician, and shall return to work as soon as he/she is physically able to do so as certified by his/her physician. In the event a bargaining unit member has exhausted all paid sick leave, and applicable FMLA leave, the District shall continue payments of applicable contributions for health care coverage, provided the member is still an employee of the District, for a period of six (6) months, with the monthly premium at the employee's expense. At that time a doctor must certify an ability to return to work (the employee being returned to the same position upon return to work as held prior to the leave) or a permanent disability. The Board at that time can make a determination to extend the unpaid leave or terminate employment. The District will continue contributions, not to exceed $50.00 per month, to non-medical insurance coverage up to six (6) months. Employee pays amount over $50.00 per month.

Section D - Bereavement Leave
Up to 3 days bereavement with pay shall be granted and deducted from sick days for death(s) in the employee's immediate family which is defined in Section A of this Article with the addition of niece, nephew, brother-in-law, sister-in-law, daughter-in-law, and son-in-law. Should additional bereavement leaves be necessary, upon Superintendent's approval additional leave shall be charged against sick leave.

Section E - Jury Duty
An employee called for jury duty or subpoenaed to give testimony before any judicial or administrative tribunal shall be compensated for the time off, the difference of such an obligation. The employee shall be entitled to keep amounts paid for mileage over and above the amount stipulated herein. An employee who is a plaintiff or defendant in a case not related to their school services before any judicial or administrative tribunal shall not be compensated unless personal business days are used.

ARTICLE 11 - NEGOTIATION PROCEDURES

Section A
At least sixty (60) working days prior to the expiration of this agreement the MESPA bargaining team shall notify the Board in writing that they are ready to begin negotiations for a new agreement for the ensuing school year (s). Negotiations shall begin during this time.

The parties acknowledge that during the negotiations of this agreement each had unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understanding and agreements arrived at by the parties after the exercise of that right are set forth in this agreement. Therefore, the District and the Union waive the right and each agrees that the other shall not be obligated to bargain collectively for the duration of this agreement with respect to any subject or matter whether covered or not by this agreement. Provided, however, that by mutual written agreement of the parties this agreement may be reopened for negotiations but that any amendment or supplemental agreement shall not be binding unless executed in writing and signed by the parties.

Section 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 may select its representatives from within or outside the School District. While no final agreement shall be expected without ratification by the Union and the Board of Education, 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, subject only to such ultimate ratification.

Section C
If the parties fail to reach an agreement in any such negotiations, either party may invoke the mediation machinery of the Michigan Employment Relations Commission or take any other lawful measures it may deem appropriate.

ARTICLE 12 – STRIKES

Section A
The Union will not authorize, sanction, condone, or acquiesce in, nor will any member of the bargaining unit take part in any strike or work stoppage of any kind or nature during the duration of this agreement. Strike and work stoppages shall be deemed to include, but are not limited to, slow-downs, stoppages of any kind, sit-ins, "blue flu," and illegal picketing and demonstrating for the duration of this agreement in reference to the Big Bay de Noc School District.

Section B
The Employer agrees that during the period of this agreement it will not either directly or indirectly engage in or assist in any unfair labor practice as defined by the Public Employment Relations Act (PERA).

Section C
Any employee may not be ordered to cross a picket line nor shall it be cause for discipline or discharge if such act could adversely affect the personal safety of the employee; however, the employee will forfeit his/her pay for time lost.

ARTICLE 13 - WORK YEAR - WORK WEEK - WORK DAY

Section A
The normal work year for all unit employees (except full-year employees) shall be a minimum of the number of student days plus a total of one (1) additional day to be used in one of the following manners: (1) one full day before the start of the student year; (2) one full day at the end of the student year; (3) one half day before the student year and one half day at the end of the student year; at the discretion of the supervisor of the classification. The normal work year for full-year employees shall be two hundred sixty (260) days.

Section B
The normal work week for employees is Monday through Friday as follows:
Full-year employees, a minimum of forty (40) hours per week; full time Food Service, a minimum of thirty (30) hours per week; full time Aides, a minimum of thirty (30) hours per week. All employees will be paid for actual hours worked. Only time over forty (40) hours a week worked will be paid at the rate of one and one-half (1 1/2) times the regular rate.

Section D
Sick days, vacation days, holidays, and personal business days shall not be counted as days worked toward overtime.

Section E
Part-time employees and full-time employees substituting out of their classification shall be paid the substitute wage for that classification if greater than their normal wage.

ARTICLE 14 - DURATION OF THE AGREEMENT

Section A
This agreement shall be effective as of July 1, **2025**, and shall continue in effect until the 30th day of June **2027**. If pursuant to negotiations for a successor agreement, and agreement or modification is not reached prior to the expiration date of this agreement, this agreement shall expire on the expiration date unless it is extended for a specific period of time by written mutual agreement between the parties.

In witness whereof the parties have caused this agreement to be signed by the respective representatives.

ARTICLE 15 - FRINGE BENEFITS

Section A
Full-year employees shall receive vacation time each year. Vacation periods shall be arranged with the supervisor directly responsible for the work of the employee. Vacations shall be arranged with the work schedule of the District in mind.

Section B
It is intended that vacation time be used any time during the work year. In the event the Employer encounters scheduling difficulties, upon obtaining consent of the employee and written documentation by the Superintendent, vacation time may be rolled into the next year. The accumulated vacation time must then be

used and not continue to be accumulated unless specifically approved, in writing, by the Superintendent. If documented, and accumulated vacation time is not used at the time the employee leaves the district, the employee will be paid at their daily rate of pay for one-third (1/3) of the accumulated days (hours). Employees may "bank" a maximum of 5 (five) vacation days from year to year at the employees' discretion. These days shall not accumulate more than 5 (five) days.

Section C

Vacation time shall be computed and granted to each full-year employee at the beginning of the work year, July 1 based on the following schedule:

Transportation/Maintenance Director:

0 to 13 years	10 days
14 to 19 years	15 days
20 or more years	20 days

Building Lead:

0 to 13 years	5 days
14 to 19 years	10 days
20 or more years	15 days

Upon Administrative approval, the Building Lead may flex days scheduled to work during school vacation periods to work more days during the summer.

Section D

Full-year employees shall have the following holidays off with pay: Good Friday, July 4, Memorial Day, Labor Day, Thanksgiving Day and the following day, Christmas Eve and Christmas Day, New Year's Eve and New Year's Day. Should any of the above days fall on either a Saturday or a Sunday, either the Friday or Monday shall replace that day. If a holiday falls on a day during the school year when it is necessary to have the employee on duty, other employees concerned with the needed duty shall rotate assignments for the holiday period.

For the Building Lead position, holidays will be off, but not paid days off, except Christmas, Christmas Eve, New Year's Day, Thanksgiving Day, and Memorial Day which will be paid holidays if they fall during the typical workweek. Schedule will adjust to account for holidays.

Section E

Medical Coverage: The employer shall provide medical coverage as described below for a full twelve (12) month period for each year of this Agreement for the bargaining unit member.

Medical Insurance:

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.

Any school year employees hired after 7/1/06 will receive a health insurance plan paid at the single subscriber premium rate. If the employee elects to purchase additional family coverage, he/she will have the option to have the difference in premium cost deducted through payroll deduction with pretax dollars.

Employees will have insurance benefits based on the following:

30 or more hours per week- The Board will pay the annual allowable hard-cap amount under the Publicly Funded Health Insurance Contribution Act (Public Act 152) towards the total cost of the medical insurance premium.

More than 20 hours but under 30 hours per week- The Board will pay no more than 76% of the annual allowable hard-cap amount under the Publicly Funded Health Insurance Contribution Act (Public Act 152) towards the total cost of the medical insurance premium.

20 hours per week - The Board will pay no more than 72% of the annual allowable hard-cap amount under the Publicly Funded Health Insurance Contribution Act (Public Act 152) towards the total cost of the medical insurance premium.

Less than twenty (20) hours - no insurance

Employees have the option to have the difference between part-time and full-time coverage deducted from their payroll with pretax dollars.
Any Full Time/Full Year Transportation/Maintenance Director hired on or after 5/1/22 may select the health insurance plan for the bargaining unit member at either the single subscriber, two-person, or full-family package (Employer will pay up to the hard cap for the applicable rate) or the employee may elect to take a cash in lieu of insurance amount equal to the single subscriber hard-cap amount in effect at the beginning of the contract year.

Life Insurance: Each employee shall receive $50,000 in term life insurance and an additional $50,000 AD&D.

LTD - 66 2/3% of Max Eligible Salary - $5,000.00 - 90 Calendar Days - Modified Fill Elimination Period - COLA: No - Alcohol/Drug: Same as Illness - Mental/Nervous: Same as Illness - 5% Minimum Payment - Pre-existing Limits Waived Family Social Security Offset - No Survivor Income - Freeze on Offsets - No Educational Supplement - 2 Year Own Occupation.

Section F
Dental Insurance: The Group Dental Insurance Plan shall be Delta Dental. Dental insurance benefits will not be paid while the employee is on probationary status.

Diagnostic/Preventative– Plan pays 100%
Basic Services– Plan pays 90%
Major Services – Plan pays 90%
Two Cleanings Per Year
Maximum Payment - $3000 per person total per benefit year. Benefit year 7/1 – 6/30. Part-time employees' dental benefits will be based on date of hire and hours worked.
Deductible: None

Section G
Vision Insurance: VSP 3 Plus 200CL. Vision insurance benefits will not be paid while employee is on probationary status.

Employees benefit year is from 7/1 to 6/30. (If employees use the VSP 3 Plus participating eye doctors, their exam and lenses will be paid in full. Frames will be reimbursed at up to $80. One set of glasses or contacts per person will be allowed each benefit year.) Part-time employees vision benefits will be based on date of hire and hours worked.

Section H
Those employees qualifying for the health care package under this Master Agreement who choose not to take the package shall be eligible to take up to Two Thousand Eight Hundred Thirty-Five Dollars ($2,835) per year in insurance options and/or cash in accordance with the IRS tax code. In Lieu of will be raised to Five

Thousand Dollars ($5,000) if two (2) full-time employees elect cash option. Employees will be paid Two Thousand Eight Hundred Thirty-Five Dollars ($2,835) or Five Thousand Dollars ($5,000) based on the following:

Employees will receive the cash option based on the following schedule –

Thirty (30) plus hours: full cash option
Twenty (20) plus hours: sixty-five percent (65%) of full cash option
Less than twenty (20) hours: no cash option

Section I
Changes in family status shall be reported by the employee to the office within thirty (30) days of such change. The employee shall be responsible for any overpayment of premium made by the Board in his/her behalf for failure to comply with this section.

Section J
The Employer recognizes the need, desirability, and importance of continuing training and education of employees. The Employer also agrees that self-improvement through additional training and education will directly and indirectly be of significant benefit to the employer in many various aspects such as maintenance and enhancement of job skills, increased employee morale regarding job satisfaction and promotional possibilities, and a continued and increasing positive influence on students and the entire educational process. Programs and activities that qualify for continuing education credit are those seminars, in-service training programs, workshops, courses, conferences, and other such education or training that will in general serve to maintain, upgrade, or enhance an employee's job skills or personal growth. Upon successful completion of a continuing education activity the employee may convert up to fifty percent (50%) of their accumulated sick leave to pay for costs incurred including such items as enrollment fees, tuition, books, and materials upon prior approval from the Superintendent or his/her designee.

Section K
In acknowledgement that the Transportation/Maintenance Director and Building Lead positions require use their personal cell phones in the course of business on a regular basis, the Transportation/Maintenance Director and Building Lead will receive a monthly stipends for business uses of their personal cell phones. The stipend will be one hundred dollars ($100) per month [twelve hundred dollars ($1200) per year].

ARTICLE 16 - COMPENSATION

Section A
The basic compensation shall be set forth in Schedule A. There shall be no deviation from Schedule A compensation rates for the duration of this agreement.

Section B
Pay checks will be issued every other week via direct deposit on approximately Wednesday. Employees shall choose to have their compensation divided over twenty (20) pay periods or twenty-six (26) pay periods.

Section C
All mandatory payroll deductions will be made by the District and transferred to the proper collection agency.

Section D

The following conditions shall apply to overtime work: time and one-half (1 1/2) shall be paid for all hours worked over forty (40) hours in one (1) week including Saturdays and Sundays. Double time shall be paid for all hours worked on holidays.

Section K
Employees required in the course of their regular working day to drive personal automobiles while conducting approved work-related business shall receive compensation at the IRS reimbursable rate per mile.

Section L
Any Employee considering retirement shall notify the District in writing of his/her pending retirement no less than 30 calendar days prior to the effective date of the retirement. The retirement notice may be rescinded up to 15 days prior to the retirement date. Failure to notify the district within the above timeline shall result in the employee's forfeiture of any and all compensation and/or bonuses described in Article 16, Section L. Exceptions to the timeline for District approved extenuating circumstances may be granted at the discretion of the Board of Education.

All employees, upon qualifying for full retirement as set forth by the Michigan Public School Employee Retirement System and following the above outlined timelines, shall receive at his/her option one of the following:

- Five Hundred Dollars ($500), *or*
- One (1) day for each year worked will be paid to the employee as a retirement bonus, *or*
- One –third (1/3) of the amount of the employee's accumulated (at the time of retirement) sick leave in cash [forty-five (45) days maximum] will be paid to the employee as a retirement bonus.

ARTICLE 17 - PROVISIONS SPECIFIC TO BUS DRIVERS

Section A
The Employer will pay for CDL licenses for those employees who need them in the performance of their job and any special testing or schooling required by the District for the term of this agreement only.

Section B
The workday for those employees who drive bus will begin with the pre-run bus inspection. A total of thirty (30) minutes daily will be allowed for warm up and clean up time. Drivers having to spend extra time on their runs due to breakdowns, student concerns, or weather conditions will be compensated at their current rate of pay. Bus drivers whose bus routes are less than four (4) hours per day will work the balance of those hours as assigned and scheduled by the Transportation Director.

Section C
Regular daily pay for part-time bus drivers shall be paid at a per hour rate as set forth on Salary Schedule A. One and one-half (1 1/2) hours will be paid for washing the bus if directed to do so by the transportation director.

Section D
When the District requires bargaining unit members to drive extracurricular trips that require the use of a school bus, the basic compensation for drivers will be (see Schedule A) paid from the time they leave the school until they return plus one-half (1/2) hour for a pre-trip inspection and for cleaning the bus. The driver will be paid for extracurricular bus runs for all hours actually worked. However, the senior class trip and the Youth in Government are exempt from this agreement.

Section E

In the event that an extracurricular trip starts before the end of a driver's regular shift, the driver will receive regular wages up to the end of his/her regular shift and then see Schedule A for the remainder of the trip.

Section F

Out-of-district trips requiring a bus driver will use drivers qualified as regular bus drivers according to seniority on a rotating basis, excluding anyone who will qualify for overtime wages prior to leaving for an out-of-district trip. The Transportation Head shall attempt to use a certified driver from within the regular eight- (8) hour employees for all trips within the District and trips during school hours to Manistique. These trips will not be the source of overtime hours and may require periods of downtime to ensure overtime hours are not required. A bus driver shall be paid his/her wages for one (1) hour if he/she is not notified of a trip cancellation at least one (I) hour before the reporting time for the trip. Evidence of a good faith effort to make such notification will be accepted.
Extra-curricular trips with fewer than 7 passengers may be deemed exempt from use of a bus and driver at the discretion of administration in consultation with the advisor or athletic director.

Summer trips will be handled by the Transportation Head. If the Transportation Head cannot take these summer runs within his regular working day, then the Transportation Head shall attempt to use a certified driver from within the regular bus driver employees on a rotating basis paid at the extra-curricular bus run rate of pay as set forth in Schedule A.

Section G

In the event of an overnight extracurricular trip, the driver will be paid his/her regular rate of pay for each hour worked or a full day's wage, whichever is more, for each day of the trip. Hours over forty (40) will be paid at one and one-half (1 1/2) times the regular rate.

Section H

Drivers transporting students in a school vehicle will be entitled to the per diem rate for meals if the trip involves an overnight stay. Drivers will be provided a motel room if a trip involves an overnight stay.

ARTICLE 18 - MISCELLANEOUS PROVISIONS

Section A

It is agreed that this agreement is the sole agreement between the parties and as such shall supersede any rules, regulations, or practices of the District which shall be contrary to or inconsistent with its terms. The provisions of this agreement shall be incorporated into and be considered a part of the established policies of the District and supersedes or cancels all previous agreements.

Section B

If any provision or application of this agreement to any employee or group of employees shall be found to be contrary to law, then such provision or application 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.

Section C

Copies of this agreement shall be provided at equal expense to the Board and Association and distributed to each employee of the District now employed or hereinafter employed within thirty (30) days of employment or when this agreement is signed by both parties.

Section D
There shall be two (2) officially signed copies of any agreement reached between the parties with one (1) being retained by the District and the other by the Union.

Section E
The Employer agrees to pay for all required licensure, testing, and physical examination as may be requested for full licensure.

Section F
The Employer shall continue to pay the employee's retirement under the Michigan School Retirement System as is their present practice.

Section G
The terms and conditions of this agreement shall remain in full force until a successor agreement is reached.

FOR THE UNION:

President

MESPA Representative

6/4/25
Date Ratified by MESPA

FOR THE BOARD:

President

Secretary

6/9/25
Date Ratified by Board

CLASSIFICATIONS:

Aides
Student year plus one full day (as per Article 13).

Food Service
Student year plus one full day (as per Article 13).

Bus Drivers
Student year plus one full day (as per Article 13).
Minimum of four (4) hours per day.

Bus Driver/ Custodian
(8 hrs./day for 215 days) *

Bus Driver/ Custodian
(8 hrs./day) Student year plus one full day (as per Article 13).
*Note: In the event a Driver cannot fulfill this position, it can be offered to other support staff employees with available hours.

Building Lead Position
(8hrs/day for 235 days)

- During summer break, this position will work no less than ten consecutive work days following the last day for students and fifteen consecutive working days prior to the start of the school year. In between these times, the Building Lead will work with the Transportation/Maintenance Director to establish a work schedule to fit the needs of the employee and the district. Part of the 235 days may be scheduled during the winter and/or spring breaks. Final schedule of work days to be approved by the Superintendent in consultation with the Transportation/Maintenance Director.
- Holidays will be off, but not paid days off, except Christmas, Christmas Eve, New Year's Day, Thanksgiving Day, and Memorial Day which will be paid holidays if they fall during the typical workweek. Schedule will adjust to account for holidays.

Part-time Employee
* AIDE (less than full day, school year plus one day)

Full-Year Employees
(8 hrs/day, 260 days)
TRANSPORTATION /MAINTENANCE DIRECTOR

Administrative Assistants
(8hrs/day for 225 days)

- Except for when payroll/accounts payable needs to be addressed over a day when school is not in session, these positions will follow the school calendar plus 45 days.
- During summer break, these positions will work no less than five consecutive work days following the last day for students and fifteen consecutive working days prior to the start of the school year. In between these times, each position will work two days per week in the summer, overlapping one day. (ex. Position A works Tuesday/Wednesday and Position B works Wednesday/Thursday during the summer period) Final schedule of work days to be approved by the Superintendent in consultation with the business manager.
- Holidays will be off, but not paid days off. Schedule will adjust to account for holidays.

EXTRACURRICULAR BUS RUNS	**2025-27**
Hourly Rate	At Step 1 Bus Driver Rate

SCHEDULE A

25-26		Maintenance/		Aides/GSRP			Building
Step	Bus Drivers	Transportation	Secretaries	Associate	Cooks	Head Cook	Lead
1	$ 19.75	$ 22.40	$ 17.50	$ 15.75	$ 15.40	$ 17.25	$ 21.60
2	$ 19.90	$ 22.55	$ 17.65	$ 15.90	$ 15.55	$ 17.40	$ 21.75
3	$ 20.05	$ 22.70	$ 17.80	$ 16.05	$ 15.70	$ 17.55	$ 21.90
4	$ 20.20	$ 22.85	$ 17.95	$ 16.20	$ 15.85	$ 17.70	$ 22.05
5	$ 20.35	$ 23.00	$ 18.10	$ 16.35	$ 16.00	$ 17.85	$ 22.20
6	$ 20.50	$ 23.15	$ 18.25	$ 16.50	$ 16.15	$ 18.00	$ 22.35
7	$ 20.65	$ 23.30	$ 18.40	$ 16.65	$ 16.30	$ 18.15	$ 22.50
8	$ 20.80	$ 23.45	$ 18.55	$ 16.80	$ 16.45	$ 18.30	$ 22.65
9	$ 20.95	$ 23.60	$ 18.70	$ 16.95	$ 16.60	$ 18.45	$ 22.80
10	$ 21.10	$ 23.75	$ 18.85	$ 17.10	$ 16.75	$ 18.60	$ 22.95
11	$ 21.25	$ 23.90	$ 19.00	$ 17.25	$ 16.90	$ 18.75	$ 23.10
12	$ 21.40	$ 24.05	$ 19.15	$ 17.40	$ 17.05	$ 18.90	$ 23.25
13	$ 21.55	$ 24.20	$ 19.30	$ 17.55	$ 17.20	$ 19.05	$ 23.40
14	$ 21.70	$ 24.35	$ 19.45	$ 17.70	$ 17.35	$ 19.20	$ 23.55
15	$ 21.85	$ 24.50	$ 19.60	$ 17.85	$ 17.50	$ 19.35	$ 23.70
26-27		Maintenance/	Aides/GSRP				Building
Step	Bus Drivers	Transportation	Secretaries	Associate	Cooks	Head Cook	Lead
1	$ 20.10	$ 22.75	$ 17.85	$ 16.10	$ 15.75	$ 17.60	$ 21.95
2	$ 20.25	$ 22.90	$ 18.00	$ 16.25	$ 15.90	$ 17.75	$ 22.10
3	$ 20.40	$ 23.05	$ 18.15	$ 16.40	$ 16.05	$ 17.90	$ 22.25
4	$ 20.55	$ 23.20	$ 18.30	$ 16.55	$ 16.20	$ 18.05	$ 22.40
5	$ 20.70	$ 23.35	$ 18.45	$ 16.70	$ 16.35	$ 18.20	$ 22.55
6	$ 20.85	$ 23.50	$ 18.60	$ 16.85	$ 16.50	$ 18.35	$ 22.70
7	$ 21.00	$ 23.65	$ 18.75	$ 17.00	$ 16.65	$ 18.50	$ 22.85
8	$ 21.15	$ 23.80	$ 18.90	$ 17.15	$ 16.80	$ 18.65	$ 23.00
9	$ 21.30	$ 23.95	$ 19.05	$ 17.30	$ 16.95	$ 18.80	$ 23.15
10	$ 21.45	$ 24.10	$ 19.20	$ 17.45	$ 17.10	$ 18.95	$ 23.30
11	$ 21.60	$ 24.25	$ 19.35	$ 17.60	$ 17.25	$ 19.10	$ 23.45
12	$ 21.75	$ 24.40	$ 19.50	$ 17.75	$ 17.40	$ 19.25	$ 23.60
13	$ 21.90	$ 24.55	$ 19.65	$ 17.90	$ 17.55	$ 19.40	$ 23.75
14	$ 22.05	$ 24.70	$ 19.80	$ 18.05	$ 17.70	$ 19.55	$ 23.90
15	$ 22.20	$ 24.85	$ 19.95	$ 18.20	$ 17.85	$ 19.70	$ 24.05

GSRP LEAD TEACHER

For employees hired as the GSRP Lead Teacher who have earned a Bachelor's Degree in Early Childhood or equivalent under GSRP guidelines.

1. The Employee agrees to serve the School District and perform the duties in the capacity as Lead GSRP Teacher/Supervisor as directed by the School District, or its designee, and to obey and fulfill the rules and regulations as established by the School District and to carry out its policies during the entire term of this Agreement. The above duties shall be performed in a professional, skillful, and timely fashion.
2. For all services rendered by the Employee hereunder, the School District, shall pay the Employee a salary of $35,000 for the 2025-26 school year and $36,000 for the 2026-27 school year.
3. A GSRP Director Stipend of $2000 for administrative paperwork duties.
4. The Employee shall work a minimum of 5 days prior to the start of the GSRP's first day of students, and a minimum of 5 days after the conclusion of students attending.
5. The School District agrees to grant the Employee the fringe benefits as described in the Collective Bargaining Agreement between the Big Bay de Noc School District Board of Education and the Big Bay de Noc School District Support Personnel including, but not limited to sick leave, personal leave, and health care package.

BIG BAY DE NOC SUPPORT PERSONNEL ASSOCIATION

GRIEVANCE REPORT

Name of Grievant _____

Date Grievance Was Filed _____

A. **Grievance**

1. Date cause of grievance occurred _____

2. Statement of grievance (Use other side of form if necessary)

_____

_____

3. Section(s) of contract violated _____

_____

4. Relief sought (Use other side of form if necessary)

_____

_____

B. **Disposition**

Step I

Date received by Supervisor _____

Disposition by Supervisor _____

_____

_____

_____

Signature of Supervisor

_____

Date

Position of Grievant and/or Association _____

_____

_____

_____

Signature

_____

Date

Step II

Date received by Superintendent of Schools _____

Disposition by Superintendent of Schools _____
_____
_____

_____
Signature of Superintendent of Schools

_____
Date

Position of Grievant and/or Association _____
_____
_____

_____
Signature

_____
Date

Step III

Date received by Board of Education _____

Disposition by Board of Education _____
_____
_____

_____
Signature, Secretary, School Board

_____
Date

Step IV

Request for arbitration (if applicable)_____
Signature

_____
Date

Employee Steps for School Years 2025-27

EMPLOYEE	STEP 25-26	STEP 26-27
TRACY JONES	2	3
KATIE WOOD	3	4
GUERTIN	9	10
TRISHA JASMIN	4	5
MIKE WOOD	2	3
PETERSON	5	6
STACY YONKER	2	3
MEGAN KNOPH	5	6
POMEROY	12	13
RAY	13	14
DESJARDEN	5	6
ANDERSON	5	6
MADISYN JASMIN	3	4
MIGUT	2	3
CHAPERON	4	5