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Master Working Agreement

(Summary of Wages, Benefits, and Working Conditions)

Between

Pellston Educational Support Personnel (ESP)/ MEA/NEA

And the

Board of Education of Pellston Public Schools

August 1, 2026-July 31, 2029

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Section 1. RECOGNITION

1.1 The Pellston Public Schools Board of Education of Pellston, Michigan, hereinafter called the "Employer" and the Pellston Educational Support Personnel/MEA/NEA, hereinafter called the "Association" hereby enter into the following mutual covenants and agree with one another as follows:

A. The Employer hereby recognizes the Pellston Educational Support Personnel Association (PESPA/MEA/NEA) as the sole and exclusive bargaining representative for all regularly scheduled full-time and part-time food service, secretaries, associate teachers, intervention specialists, and paraprofessional employees employed by Pellston Public Schools, but excluding the Superintendent's secretary, all bus drivers, certified teachers, vocationally certified personnel, supervisory, administrative and executive personnel, substitute and temporary employees, and all other personnel of the District.

B. Pursuant to and in accordance with all applicable provisions of the Public Employment Relations Act, Act No. 336 of the Public Acts of 1947, as amended, this Agreement is entered into to establish wages, hours, terms and conditions of employment for the members of the bargaining unit herein defined for the entire term of this Agreement.

1.2 It is contemplated that matters not specifically covered in negotiating this Agreement but of common concern to the parties may be subject to discussion. Any written agreement reached as a result of discussions with the Superintendent and/or the Employer becomes, after approval of the Employer and the Association, an addendum to this Agreement.

Section 2. MANAGEMENT RIGHTS

2.1 The Employer on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it, or not specifically withheld from it, by the Michigan School Code (as revised and amended) and the laws and the Constitutions of the State of Michigan and of the United States. Illustrative of these rights are the following:

A. To exercise the executive management and administrative control of the school system and its properties and facilities, and the professional activities of its employees;

B. To determine the number of location or relocation of its facilities, including the establishment or relocations of new schools, buildings, departments, divisions or subdivisions, buildings, or other facilities;

C. To hire all employees and to determine the size of the work force, and, subject to the provisions of this Contract and of the law, to determine their qualifications, and the condition of their continued employment, or their dismissal or demotion, and the right to promote and transfer all such employees;

D. To determine the services, supplies and equipment necessary to continue the operation of its schools, and to determine schedules, standards of operation, the means, methods, and processes of carrying out the work, and the institution of new and/or improved methods of operation, including automation;

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E. To carry out an evaluation of program and to evaluate the effectiveness of individual employee performance;

F. To adopt reasonable rules and regulations.

2.2 The exercise of the foregoing powers, rights, duties, and responsibilities by the Employer and adoption of policies, rules, regulations and practices in the furtherance thereof, shall be limited only by the provisions of this Agreement.

Section 3. ASSOCIATION DUES, FEES AND PAYROLL DEDUCTIONS

3.1 The Employer shall make deductions from each employee's pay and make appropriate remittance as noted below:

A. Other deductions as may be required by the express terms of this agreement and/or as may be agreed to in writing by the parties

B. Tax sheltered annuities as authorized by the employee

The Employer shall make all deductions and withholdings from employee compensation that are required by federal or state law, regulation, court order or applicable retirement system requirements, including but not limited to taxes, retirement contributions, garnishments, child support orders and other legally mandated deductions.

The Employer shall also make any voluntary deductions authorized in writing by the Employee as agreed to between the Association and Employer in accordance with applicable law and administrative procedures.

The Employer reserves the right to modify payroll deduction practices as necessary to comply with changes in law, governmental requirements, retirement system requirements, or payroll administration procedures.

Section 4. GRIEVANCE PROCEDURE

4.1 The definitions which apply to this section:

A. A "grievance" is a written claim by a bargaining unit member, more than one bargaining unit member, or the Association that there has been an alleged violation, misinterpretation, or a misapplication of the express written terms included in this Agreement.

B. A "day" is a weekday (Monday through Friday) exclusive of Saturday, Sunday, a legal holiday or a vacation period during the regular school year or summer months.

INFORMAL LEVEL

4.2 In the event a bargaining unit member believes there is a basis for a grievance, the bargaining unit member shall first discuss the problem with his/her immediate supervisor (or designee as assigned by the immediate supervisor) with the objective of resolving the matter informally. The bargaining unit member may choose to notify the Association of the meeting and have an Association representative present at the meeting.

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FORMAL LEVEL I

4.3 If, as a result of the informal discussion with the immediate supervisor, the complaint is not resolved, a formal grievance shall be submitted in writing to the immediate supervisor within ten (10) days following the date of the alleged grievance. The written grievance shall include:

A. Identification of the grievant(s).

B. The specific facts upon which the grievance is based.

C. Identification of the applicable section(s), subsection(s), paragraph(s), or portion(s) of the Agreement allegedly violated, misinterpreted or misapplied.

D. The specific relief requested.

E. The date on which the alleged grievance occurred.

F. The date on which the grievance is being filed.

G. A signature attesting to the facts presented.

4.4 Within ten (10) days of receipt of the formal written grievance, the immediate supervisor (or designee) shall meet with an Association representative and the grievant in an effort to resolve the grievance. The grievant may be excused from all or a portion of this meeting by mutual agreement of the Employer and the Association. The immediate supervisor (or designee) shall indicate his/her disposition of the grievance in writing within five (5) days of such meeting and shall furnish a copy thereof to the Association.

FORMAL LEVEL II

4.5 In the event the Association (and/or the aggrieved employee) is not satisfied with the disposition of the grievance at FORMAL LEVEL I, or in the event that no decision has been rendered within five (5) days after the meeting with the supervisor at FORMAL LEVEL I, the Association may submit the grievance to the Superintendent within five (5) days after receipt of the FORMAL LEVEL I response, or within ten (10) days of the meeting with the supervisor (if the supervisor does not respond in writing).

4.6 Within five (5) days after receipt of the formal grievance, the Superintendent (or designee) shall meet with the Association representative and the grievant in an effort to resolve the grievance. The grievant may be excused from all or a portion of this meeting by mutual agreement of the Employer and the Association. The Superintendent (or designee) shall indicate his/her disposition of the grievance in writing within five (5) days of such meeting and shall furnish a copy thereof to the Association.

FORMAL LEVEL III

4.7 In the event the Association (and/or the aggrieved employee) is not satisfied with the disposition of the grievance at FORMAL LEVEL II, or in the event that no decision has been rendered within five (5) days after the meeting with the Superintendent (or designee) at FORMAL LEVEL II, the Association may submit the grievance to the Secretary of the Board within five (5) days after

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receipt of the FORMAL LEVEL II response, or within ten (10) days of the meeting with the Superintendent (or designee), if the Superintendent (or designee) does not respond in writing.

4.8 Within one (1) month from receipt of the grievance the Board and Superintendent (or a committee of the Board, which committee may include the Superintendent) shall consider the grievance.

4.9 The Board may hold a hearing, or may designate one or more of its members to hold a hearing or otherwise investigate the grievance, or prescribe such procedure as it may deem appropriate for consideration of the grievance, provided, however, that in no event, except with the express written consent of the Association, shall final determination of the grievance be made by the Board more than two (2) weeks after the Board (or a committee of the Board) has conducted a hearing or has otherwise investigated the grievance within thirty (30) days from the date the grievance was submitted to it.

4.10 If the Association is not satisfied with the disposition of the grievance by the Board, the Association may submit the grievance to arbitration in accordance with the rules of the American Arbitration Association. The decision of the arbitrator shall be final and binding upon the parties to the extent permitted by law.

The arbitrator shall have no authority to add to, subtract from, modify, alter, amend or disregard any provision of this Agreement. The arbitrator shall be limited solely to the interpretation and application of the express terms of this Agreement and shall have no authority to establish or change wages, benefits, staffing levels, classifications, work rules, District policies, or any matter reserved to the Employer by law or this Agreement.

The arbitrator shall have no authority to substitute his or her judgement for that of the Employer where the Agreement grants discretion to the Employer, except to determine whether the Employer exercised such discretion in violation of an express provision of this Agreement.

Nothing in this Article shall preclude the arbitrator from considering the parties' past practice and bargaining history as aids in interpreting and applying the terms of this Agreement, including where those terms are ambiguous. The arbitrator may give such evidence the weight he or she deems appropriate consistent with the express terms of this Agreement.

The fees and expenses of the arbitrator shall be shared equally by the Association and the Employer. Each party shall bear its own costs for witnesses, representatives, attorneys, and preparation of its case.

GRIEVANCE TIME LINES

4.11 The time limits established by this grievance procedure shall be strictly construed; provided, however, the parties to this Agreement reserve the right to mutually extend or alter said time limits in writing. Any grievance not advanced by the Association and/or grievant to the next step in the grievance procedure within the time limits specified shall be deemed abandoned. In the event the Employer's representative fails to respond to a grievance within the time limits specified, said grievance shall be deemed denied and subject to advancement to the next step of the grievance procedure.

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Section 5. DEFINITIONS OF EMPLOYMENT STATUS

5.1 The following employees shall be covered by this employment agreement:

Extended School Year Employee	40 hrs/week	Extended School Year
School Year Employee	35-39 hrs/week	School Year
Part-time	Less than 35 hrs/week	School year/less than school year

(See attached Addendum – Employee Days and Hours)

Section 6. WORK SCHEDULES, WORK WEEK, BREAKS, OVERTIME, ETC.

6.1 The work week will begin on Monday and end on Friday

6.2 Work Day: The beginning and ending of the regular work day shall be scheduled by the Employer. Except for changes due to holidays, any change of the regular work day schedule in excess of one (1) hour shall not take place until the Employer has discussed the need for the change with the local unit Association President. Except for changes due to holidays, any change in the beginning and ending of an employee's regularly assigned work day shall not occur with less than a one (1) week prior notice to the employee (except in unusual or extenuating circumstances). The Employer reserves the right to add work time to a part-time position without reposting said part-time position, as long as the employee assigned to that part-time position is willing to accept and work the additional time and as long as the additional time does not exceed the hours of a more senior employee in the same classification. In this case the position shall be reposted.

6.3 Lunch Breaks: Each employee scheduled over four (4) hours per day shall be entitled to a thirty (30) minute, duty-free unpaid lunch period outside o the regular scheduled work day. Employees who have assigned responsibilities during their lunch period shall receive a paid lunch period. Employees may not move the lunch period to the beginning of the day in order to arrive thirty (30) minutes late, and employees may not move the lunch period to the end of the work day in order to leave thirty (30) minutes early without permission from the supervisor.

6.4 Work Breaks: Each employee shall be entitled to a ten (10) minute paid work break each work day for each scheduled uninterrupted four (4) hours of work. The time of the break shall be worked out with the approval of the employee's immediate supervisor. Break times from day to day shall be as uniform as possible for employees. Break times cannot be used to increase the lunch break, delay the start of a work day or allow for an early departure at the end of the work day without permission from the supervisor. Break time cannot accumulate from one day to the next.

6.5 Overtime: An employee who is assigned and/or receives approval to work in excess of forty (40) hour in a work week will be entitled to overtime pay (time and one-half). An employee must have administrative approval prior to working overtime. Overtime shall be offered on a rotating basis by seniority within the classification except for secretaries and clerical employees. Secretaries and clerical employees may take compensatory time equal to time and one-half for hours worked in excess of forty (40) hours per week. Compensatory time may be taken at a mutually agreeable time between the employee and the supervisor except that overtime compensatory time may

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accumulate to no more than two (2) days after which the employee shall be compensated at the overtime rate.

6.6 Callbacks: Whenever an employee has left work and is then asked to return to work after the completion of his/her regularly scheduled working hours, he/she shall receive pay for the actual time worked but not for less than one (1) hour. Callbacks of less than two (2) hours shall be compensated at the rate of time and one-half.

6.7 Holiday Work: Employees asked to work on a scheduled holiday shall receive overtime pay for actual time worked but not less than two (2) hours, and shall be paid their regular hourly rate for any holiday pay still due them.

6.8 Unplanned and Planned Closures (UPC): Employees will be paid for the first nine (9) full day scheduled UPC days. Employees will receive pay for each of the first nine (9) full days at the number of hours scheduled for the employee on that day. Any staff not scheduled to work on a UPC day will not be paid for the UPC day. Any employee not scheduled to work on a UPC day will not have the day counted as one (1) of the nine (9) paid UPC days. Employees will be allowed to use flex time or unpaid time off during UPC days. Employees not scheduled to work on a UPC day will not be allowed to use flex time during the UPC day. Employees will be required to work any required make-up days and will be compensated at their regular rate of pay with the hours to be determined by their direct supervisor. Any employee requesting to be absent during make-up days will be required to submit a request in writing to the Superintendent of Schools, approval for requested absence will be at the discretion of the Superintendent.

In the case of a partial UPC day:

1. In the event that the school day is delayed (one (1) or two (2) hour delays), employees will report to work either one (1) or two (2) hours later than their regularly scheduled start time. Employees will be paid for hours not worked due to a delay in the start of school.

2. In the event that there is an early dismissal, employees will be released form work at the end of the student dismissal time. Employees will be paid for hours not worked due to an early dismissal.

6.9 Food Service Activities: In the event extra help is needed for banquets and other food service activities, support staff in the appropriate classification that have expressed interest in writing, and are available, will be offered first chance to work. Selection of employees shall be on a rotating basis with those individuals who have the greatest seniority being offered the work first.

6.10 Extra Work and Substituting: Support staff employees shall be permitted to work or substitute in other classifications for which they are qualified, subject to the following:

A. Employees interested in extra work assignments or substitute work shall notify the supervisor in writing prior to September 20 each year. The request shall state the classification(s) and/or position(s) for which the employee wishes to be considered. Employees may change their choices with two weeks' notice. The Board is not required to offer substitute work to employees who have not signed up.

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B. Eligible employees will be asked to work extra work assignments or substitute on a seniority rotational basis.

C. When selected by the supervisor to work or substitute, the employee will not gain seniority in another classification.

D. In the event an employee is chosen to work in someone else's position for five (5) consecutive work days or more, the individual will be paid at the pay scale of that employee for whom he/she is substituting or at his/her own regular hourly schedule, whichever is greater, with such pay rate to begin after the 4th consecutive work day.

E. An employee will not be permitted to work more than ten (10) hours in a day or more than forty (40) hours in a week in any combination of jobs unless mutually agreed to by the Employer and the employee.

6.11 Working Alone: It is understood that an employee may be scheduled to work alone in a school facility. In the event an employee is schedule to work alone, with no one else in a school facility, the Employer will provide the employee with a means of communication to be used in an emergency.

6.12 To assure the health and safety of all employees the parties agree to abide by work standards set forth by MIOSHA.

6.13 The Employer shall support and assist bargaining unit members with respect to the maintenance of control and discipline of students in the bargaining unit members' assigned work areas. Bargaining unit members may use such physical force with a student as is necessary only to protect themselves or another person from attack, physical abuse or injury, or to prevent damage to district property so far as the law permits. The Employer shall reimburse the bargaining unit member if a student breaks personal property limited to Technology, Glasses and Medical Devices up to $1500.00. The Employer shall reimburse the bargaining unit member if a student breaks other personal property up to $100.00.

6.14 Bargaining unit members may be required to dispense or administer medication or medically related procedures. In this event, the Board shall designate the person/persons responsible to perform these tasks and have in place procedure to be followed. Violations of these procedures shall be subject to the grievance procedure. The Board will provide training by the school nurse for whoever may dispense medicine or engage in any medical procedures.

Section 7. STUDENT AND EMPLOYEE PROTECTIONS

7.1 TEACHING AND WORKING CONDITIONS

Since administrative support and backing is essential to the maintenance of the staff member's authority and effectiveness in his/her classroom or other place of assignment, the Board recognizes its responsibility to give all reasonable support and assistance to staff members. In view of this, building administrators shall make every effort to support staff members in the establishment of a learning environment in the building that is conducive to providing effective instruction and ancillary services.

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7.2 SUPPORT BY BOARD

Staff who are acting within the scope of their employment responsibilities with respect to maintaining control and discipline of students shall be given support and assistance by the District. Continued effort will be made to assure staff that they can provide student instruction and other ancillary services with a minimum of disruption and abuse in an appropriate learning environment.

7.3 RULES AND REGULATIONS

The District shall promulgate rules and regulations setting forth the procedures to be utilized in disciplining, suspending or expelling students for misbehavior. Such rules and regulations shall be distributed by the District to students, staff and parents at the commencement of each school year.

7.4 LIABILITY COVERAGE

In the event a staff member is sued by a student or parent for any incident occurring within the scope of the staff member's express or implied employment responsibilities/duties, the Board will provide legal representation through the maximum extent of its various insurance liability coverage policies at no cost to the employee, inclusive of legal fees and judgments and/or awards.

Section 8. SENIORITY

8.1 Probationary Status: A newly hired employee shall be on probationary status until he/she has completed ninety (90) worked days. The probationary period shall be counted from and including the first day of regularly assigned employment. Employment during the probationary period shall be solely at the discretion of the Employer on a day-to-day basis.

A. Probationary employees may be terminated with or without cause during the probationary period. The employer reserves the right, as its sole discretion, to terminate a probationary employee without such notice.

B. After satisfactory completion of the probationary period, an employee will be given the status of a regular employee. After the probationary period, an employee shall be eligible for leave time as outlined in this Agreement, and shall be moved from probationary salary schedule to the regular salary schedule. The employee will be notified in writing via email of the change in status.

8.2 Seniority Defined: Seniority shall be defined as the length of service within the bargaining unit beginning with the first day the employee is assigned to work. If two (2) or more employees have the same start date, the employee with the lowest last four (4) digits on his/her Social Security card shall be deemed to be the most senior. Seniority within a classification shall be determined by the date an employee first performed service for the Employer in the classification. If an employee changes classifications, his/her seniority shall remain frozen in each previous classification(s). Seniority classifications are:

1. Secretary

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2. Food Service

3. Associate Teacher, Intervention Specialist, and Paraprofessional.

8.3 Seniority Accrual: Seniority shall not accrue during layoff or during an authorized leave of absence in excess of thirty (30) work days. Seniority shall accrue for members of the Uniformed Services in compliance with the Uniformed Services Employment and Reemployment Rights Act (USERRA).

8.4 Seniority List: The Employer shall prepare and maintain a seniority list. Copies of the seniority list will be emailed to each employee at the beginning of the school year. After thirty (30) days, if there are no corrections, the list shall be considered accurate and final.

8.5 Loss of Seniority: Seniority shall be lost if the employee:

A. Voluntarily quits or retires. Notice of such shall be filed in writing to the Superintendent or designee.

B. No longer works in a position represented by the bargaining unit.

C. Is involuntarily terminated and the termination is not reversed.

D. Is absent for three (3) consecutive days without notifying the Employer, fails to return from an authorized leave of absence on the agreed upon date, unless the Employer and the employee shall otherwise expressly agree in writing, or unless emergency circumstances prevent such notification or reporting.

E. Does not return to work when recalled from layoff, unless emergency circumstances prevent such reporting.

F. Fails to return to work on the first scheduled working day following termination of any leave of absence without valid reason for failure to return to work.

Section 9. LAYOFF AND RECALL

9.1 Layoff Defined: Layoff shall be defined as a reduction in the number of positions/hours in the work force. It is understood that the Board may reduce an employee's hours without the layoff provision (Section 8.2).

9.2 Reduction of Hours: In the event the hours of a bargaining unit position must be reduced, the Employer shall notify the affected employee in writing, ten (10) work days prior to the effective date of the reduction of the position, that their position is being reduced in hours and the reason for the reduction. The employer will then post the new position with the reduced hours. The affected employee may exercise their seniority rights to displace the least senior employee with the same hours and wages that they are qualified for or they may sign the posting for the newly created position.

9.3 Layoff Notice: No employee shall be laid off pursuant to a reduction in the work force unless said employee shall have been notified of said layoff at least ten (10) work days prior to the effective date of the layoff.

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9.4 Layoff Procedures: In the event of a reduction in work force, the Employer shall first lay off probationary employees in the affected classification. After the layoff of probationary employees in the affected classification, the Employer shall layoff by seniority. If seniority is essentially equal, then layoff shall be by qualifications. Qualifications will be defined as the skill level of the employee and the specific work skill needed. The remaining bargaining unit members will then bid on positions by seniority in the affected classification or classifications. Employees may also exercise frozen seniority in other classifications to maintain their hours.

9.5 Recall Procedures: The Employer shall give written notice of recall from layoff by personal service or by sending a certified letter, return receipt requested to the employee at his/her last known address as it appears on the Employer records. It shall be the responsibility of each employee to notify the Employer of any change in address. Laid off employees shall remain on the recall list for two (2) calendar years from the anniversary date of the layoff.

9.6 Reporting Procedures: If the employee fails to report for work within five (5) days from the date of receipt or attempt to deliver mailing of such notice of recall or personal service, unless an extension is granted in writing by the Employer, the employee shall be considered a voluntary quit. The five (5) day reporting limitation may be extended if emergency circumstances prevent such reporting.

9.7 Laid Off Employees: The Employer agrees to give first consideration to laid off employees for substitute work if they indicate in writing that they are interested in working as a substitute, and if they are qualified to do that work. If a laid off employee accepts a substitute position for a period of ten (10) or more days, beginning with the eleventh (11th) day, the substituting laid off employee shall be paid the greater of the same hourly rate of pay they were receiving at the time of the layoff, or at the rate of pay the person for whom they are subbing was receiving, as long as that rate of pay does not exceed the rate of pay listed in the compensation section of this Agreement for the classification in which the substituting employee is working.

Section 10. VACANCIES

10.1 Notices of all postings for vacancies and newly created positions shall be sent via school email to each employee. Email notices shall also be sent during times employees are not scheduled to work (i.e. summer, vacation periods, layoff, etc.). Students will not be assigned bargaining unit work on a regular basis except with the mutual agreement of the parties.

10.2 Employees shall be given five (5) business days from the date postings are emailed or until everyone has had the opportunity to reply they are not interested to apply for the new position or vacancy. The five (5) business days from the posting date will be waived for positions posted between September 1 and 15. The Employer reserves the right to add up to one (1) hour in regular daily work time to a pert-time position without reposting said part-time position, as long as the employee assigned to that part-time position is willing to accept and work the additional time and the additional time does not exceed the hours of a more senior bargaining unit member.

10.3 Newly created positions or vacancies shall be posted as to classification, qualifications, type of work, starting date, rate of pay, and time and hours to be worked.

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10.4 The most highly qualified applicant for a particular vacancy will be selected by the Employer to fill the vacancy, at the sole discretion of the Employer. If qualifications between an external and an internal applicant are the same, the internal applicant shall be awarded the position.

10.5 The Superintendent or designee may place an employee within a classification to a position deemed to be in the best interest of the district. No placements shall be made without the prior knowledge and agreement of the Association.

10.6 Trial Period: A trial period will apply when a bargaining unit member changes classification.

A. A successful internal applicant will be placed on a twenty (20) work-day trial period which may be extended with the approval of the Superintendent at the new rate of pay commensurate with the new position.

B. During the trial period in a new position, the employee may elect to return to his/her former position. The Employer may elect, for cause, to return the employee to his/her former position ("cause" may include the Employer's assessment that the employee is not performing satisfactorily in the new position).

C. During the trial period, the employee's former position may, at the Employer's discretion be filled with a substitute or temporary employee.

Section 11. EMPLOYEE DISCIPLINE

11.1 Discipline: No employee who has successfully completed his/her probationary period shall be disciplined, reprimanded, reduced in rank or compensation, or dismissed without just cause. While discipline is intended to be corrective in nature, the parties acknowledge that sometimes an employee must be dismissed due to the grievous nature of his/her action which resulted in the discipline, or due to his/her failure to correct behavior which may have resulted in a previous disciplinary action. The Employer and Association will work together to reduce or eliminate publicly embarrassing employees who are being disciplined.

11.2 Procedure: While the parties mutually subscribe to progressive discipline, intended to be corrective in nature in dealing with many issues, (1) verbal warning or reprimand, (2) writing written warning or reprimand, (3) suspension, and/or (4) discharge, it is understood between the parties that the seriousness of an offense may cause the Employer to move directly to an advanced step of the disciplinary procedure, even to discipline as severe and permanent as dismissal.

11.3 Representation: An employee shall have the right to have a representative from the employee's classification or a representative from the Association present at any disciplinary hearing before the Employer.

11.4 Notice: A written record of any disciplinary action will be placed in the personnel file maintained in the employee's name by the district, and a copy will be forwarded to both the employee and the Association. After three (3) years, disciplinary actions may be removed from the personnel file at the Superintendent's discretion.

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11.5 Personnel File: Notice of two (2) business days shall be provided to an employee in those cases where the district has received a Freedom of Information Act request for materials from the personnel file maintained in said employee's name. Notice to the employee will include information about the specifics of the request, including the name(s) of the person(s) making the request.

11.6 Drug-Free Work Place: The Employer believes it must maintain a drug-/alcohol-free environment for students and employees of the District. Therefore, the use, possession, distribution, dispensation or manufacturing of alcohol or an illegal drug (drugs and controlled substances, the possession of which is unlawful pursuant to Federal or State laws) by any support staff employee on school property or at a school function shall be cause for disciplinary action up to an including termination of employment.

11.7 Drug Testing: The Employer may require any support staff employee to submit to test(s) by licensed professional(s) to determine if the employee has reported to work with alcohol and/or an illegal drug present in his/her body or system, under the following circumstances:

A. If an administrator or supervisor has reasonable suspicion that the employee is under the influence of alcohol or illegal drug(s) while at work; or

B. If a formal written complaint/report is received by an administrator or supervisor which claims that a support staff employee used alcohol or illegal drug(s) on school property, or he/she is believed to be at work on school property while under the influence of alcohol or illegal drug(s), or he/she is believed to be at work on school premises while alcohol or illegal drug(s) are present in his/her body or system. The Employer will respond to the complainant and provide a copy of the response to the employee (except as may be prohibited by law).

11.8 Any support staff employee who violates these drug-free workplace subsections of the contract (10.6 & 10.7) shall be subject to disciplinary action up to and including termination of employment. If the employee is not terminated, the Employer reserves the right to require the employee to satisfactorily participate in a drug assistance or rehabilitation program.

11.9 When/if an administrator or supervisor requires a support staff employee to be tested, the administrator shall send the support staff employee to the appropriate professional(s) for the test(s) the administrator or supervisor determines to be appropriate (i.e. blood, urine or breath), and the cost of the test(s) shall be the responsibility of the District. The employee shall sign a release, which permits the professional to provide the results of the test(s) (as it concerns alcohol or illegal drugs) to the Superintendent of Schools, which the Superintendent may also submit to the Board of Education in compliance with the Open Meetings Act. Illegal drugs shall include, but are not limited to: marijuana, cocaine, opiates, amphetamines and phencyclidine (PCP). The administrator shall set the time and place for the testing to be performed and, if deemed necessary, make provision for transportation. If it is a test(s) for alcohol it shall be performed immediately. If it is a test(s) for illegal drug(s), it shall be performed within 24 hours.

Should an employee test positive on an initial screen s/he shall have the right to a confirmatory screen paid for by the Employee if the confirmatory test is conducted within a 24-hour period.

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The Board will consider action only when the two (2) test results match. An Association representative may be present at any meeting regarding test results.

11.10 If a support staff employee refuses or neglects to attend the examination(s) scheduled for the test(s) or refuses to sign the necessary consent to enable the Employer to obtain the results, the employee may be deemed to have violated the non-alcohol/non-illegal drug policy set forth herein and said refusal(s) may be cause for termination.

Section 12. AUTHORIZED LEAVE

12.1 Each Non-Probationary School-Year employee shall be credited with nine (9) flex days each year (based on the employee's full-time or part-time assigned work hours, July 1-June 30). Flex days shall be prorated if for less than a full year.

Employees who regularly work more than the school year, but less than full-year shall receive an additional flex day for each month or portion thereof worked over nine (9) months.

Each non-probationary extended year employee shall be granted ten (10) flex days (based on the employee's full-time or part-time assigned hours) during his/her first non-probationary pay period of the fiscal year (July 1-June 30). Flex days shall be prorated if for less than a full year.

12.2 Flex time may be used for personal use, personal illness or family illness. Illness use will follow FMLA guidelines. Employees may also use flex/FMLA days for other persons not defined in FMLA if the person is designated as guardian and is residing within the same household. Flex days may also be used for special circumstances of illness or death if prior approval by the Superintendent or his/her designee, on a case-by-case basis.

The first 72 hours of flex time may be used for Earned Sick Time Act (ESTA) purposes.

Sick Time Usage Exceeding Three (3) Consecutive Days (MCL 408.964):

A. An employer may require an employee who has used more than three (3) consecutive days of earned sick time to provide reasonable documentation that the earned sick time has been used for an appropriate purpose.

See Appendix A.

PERSONAL USE OF FLEX TIME

No less than twenty-four (24) hours notification is required for prearranged flex day leave for pre-planned appointments. Flex time may not be used during the first ten (10) days and during the last ten (10) days of the original year end of school. Employees may use flex time during unpaid holidays when school is not in session. When school is in session, no more than three (3) consecutive flex days may be used without preapproval of the Superintendent. If they exhaust available accrued time and thus need time-off without pay due to illness or for personal reasons, they could be subject to discipline.

Employees shall not be permitted to take time off without pay for personal use, personal illness, or family illness until they have depleted their flex time balance.

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12.3 Employees shall not be permitted to use a flex day immediately before or after a holiday or vacation period except in unusual or extenuating circumstances, and then only with the written approval of the Superintendent.

12.4 Flex days will be credited at the beginning of each fiscal year. Recognized holidays falling within a flex day period shall not be counted as flex days. If an employee voluntarily terminates his/her employment and has already used the full amount of flex days for the year, the amount of the unearned flex days used will be deducted from the last paycheck (i.e. the days available will be prorated, based on the portion of the year worked).

12.5 Unused flex days shall accumulate to a maximum of ninety (90) days.

12.6 An employee leaving in good standing from the Pellston Public Schools after a minimum of five (5) years of service shall receive a lump sum payment of forty dollars ($40) for each unused flex day.

12.7 Flex Leave Bank

A. A Flex Leave Bank shall be established consisting of a number of days equal to twice the support staff census of which one half (1/2) day shall be contributed by each support staff member, and one half (1/2) day per support staff member shall be contributed by the employer. Days shall be credited at the beginning of each fiscal year. In subsequent years, support staff members and the employer will make equal contributions to maintain the beginning of the fiscal year total at the level of twice the support staff census. Support staff member contributions to maintain the Flex Leave Bank beginning total mentioned above will be in order of seniority (most to least) on a continuous rotating basis.

B. Upon depletion of his/her personal flex days, a support staff member may make application to the Flex Leave Bank Review Board. This Board will consist of three (3) members chosen for the duration of each contract period by support staff and the Superintendent of Schools. The Superintendent of Schools, upon the recommendation of the support staff members of the Flex Leave Bank Review Board, will determine whether or not the applicant's request will be approved; however, a bargaining unit member can only borrow a number of days equal to what she/he can accumulate in that school year.

C. An individual support staff member who utilizes Flex Leave Bank days during a school year must "pay back" days used from their annual flex leave allowance in subsequent years at an annual rate not to exceed four (4) days per year. It will be the responsibility of the support group employee to fully reimburse the Flex Leave Bank for days used if the employee quits or is terminated or moves to another position outside of the support agreement. Individual support staff members and the employer who must contribute on an annual basis to the Flex Leave Bank beginning year total under Section 2 will be assessed contribution days after the required "pay backs" of Flex Leave Bank users have been determined.

D. If an employee has borrowed days from the Flex Leave Bank and is by action of the Board of Education or designee terminated from district employment, any unreturned days will become part of the termination agreement and days will be restored to the Flex Leave Bank by the Board of Education.

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BEREAVEMENT

12.8 Employees shall be granted up to five (5) arranged days leave for each death in the immediate family without loss of pay for the time lost from regularly scheduled work. For purposes of this provision, "immediate family" shall include mother, father, brother, sister, spouse, children and step-children, grandparents and grandchildren or step family (i.e. Stepfather, etc.) of the employee or the employee's spouse.

Employees shall be granted one (1) arranged day of leave for the death of an aunt, uncle or cousin of the employee or the employee's spouse.

JURY DUTY

12.9 An employee who is summoned and reports for jury duty or court appearance at which time the employee otherwise would have been scheduled to work for the Employer, or is subpoenaed to give testimony before a judicial or administrative tribunal, shall be compensated the difference between his/her daily pay and the pay received for the performance of such obligation (minus any allowable mileage reimbursement). Time lost will not be deducted from any leave time.

12.10 In order to receive payment for jury duty or court appearance, an employee must give the Employer prior notice that s/he has been subpoenaed/summoned for such duty and must furnish satisfactory evidence that s/he reported for or performed such acts on the day(s) for which she/he requests payment. An employee is to report back to work if excused from jury duty or court appearance early enough to work at least two (2) hours of his/her regular work day.

12.11 The Employer shall not be obligated to pay an employee compensation for jury duty, court appearance, or when subpoenaed to give testimony before a judicial or administrative tribunal when such testimony is connected with the employee's non-school employment, or results from Association or bargaining unit initiated judicial or administrative tribunal proceedings.

UNPAID LEAVES

12.12 All requests for unpaid leaves of absence are to be in writing, and must contain the reason(s) and the specific length (listing dates) for the requested leaves.

12.13 An employee may be granted or denied an unpaid leave of absence at the sole discretion of the Employer. The approval and/or denial of unpaid leaves of absence shall not be subject to the grievance procedure.

12.14 An employee shall not be granted a leave of absence for the purpose of seeking or holding employment elsewhere.

SHORT TERM LEAVES

12.15 The Board and the Association agree that it is in their mutual interest and understanding to comply fully with the terms and conditions of the Family Medical Leave Act of 1993 (FMLA) and revisions of January 2009. In doing so, the parties agree that employees requesting leaves of absence, pursuant to FMLA, who are found eligible under the terms and conditions of the Master Agreement during their FMLA leave time. The employee shall have the option of using paid sick leave days. While the parties understand and agree that the rights established by FMLA will not

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diminish any employee benefit programs or plans or paid leave provision dictated by the terms of the Master Agreement, they also agree that any rights afforded by the FMLA will not be used to expand any employee's contractual rights and benefits, provided those rights and benefits meet or exceed the basic requirements of the FMLA.

LONG TERM LEAVES

12.16 An unpaid leave of absence exceeding twenty (20) work days or more shall require action by the Board of Education.

12.17 Except in an emergency or unusual or extenuating circumstances, written requests for unpaid leaves of absence in excess of twenty (20) work days are to be submitted to the Superintendent at least a full month in advance of the anticipated leave.

ASSOCIATION LEAVE

12.18 At the beginning of each fiscal year, the Association shall be credited with three (3) days to be used by employees who are officers or agents of the Association for Association business. The use of these days must be approved by the local Association President. The Association agrees to reimburse the Employer for the total cost of the substitute who fills in for the absent employee. The Association will notify the Superintendent not less than five (5) days in advance of an employee taking such leave. Not more than one (1) employee shall be absent on the same date under the subsection. More employees may be excused at the discretion of the Superintendent.

Section 13. HOLIDAYS

13.1 Employees shall receive the following paid holidays:

A. Fourth of July (extended year)

B. Labor Day (extended year)

C. Thanksgiving Day

D. The Friday after Thanksgiving Day

E. Christmas Day

F. New Year's Day

G. Memorial Day

If students start before Labor Day, it will be a paid holiday.

13.2 In order to be eligible to receive pay for a holiday as listed above, an employee must work on his/her last scheduled work day before and the first scheduled work day after the holiday unless s/he is on an excused paid leave day.

13.3 Employees who work an extended school year (260 or more days) shall be paid for any holiday that falls within their work year.

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Section 14. UNIFORMS

14.1 The Employer will provide:

A. For each Cook covered by this Agreement two (2) aprons will be provided to each cook by the district on an annual basis.

B. For each food service employee covered by this agreement, $100 will be provided annually for the purchase of required protective footwear.

14.2 Aprons will be replaced by the Employer when they are worn out and turned in to the Employer for replacement.

14.3 It shall be the responsibility of employees who are provided aprons to wear the clothing while at work performing the duties as an employee of the school district.

14.4 It shall also be the responsibility of employees who are provided aprons to maintain the clothing in a clean and orderly condition as part of his/her reasonable performance of duties.

Section 15. WORKSHOPS, CONFERENCES AND SEMINARS

15.1 Registration and fees to attend Employer approved events as noted in 14.1 (above) shall be paid by the Employer.

15.2 Employees who are required to serve on committees or attend meetings beyond the work day shall be paid their regular wage for each hour of attendance. This provision does not apply to classes or training sessions the employee requested and received approval to attend.

Section 16. EVALUATION

16.1 The Employer will be responsible for evaluating bargaining unit employees once a year.

16.2 Forms and criteria used in evaluation will be changed or revised only after requesting input and advice from bargaining unit employees.

16.3 Within sixty (60) days of the signing of this agreement, the parties shall mutually establish the criteria for each skill level of each job.

A. Employees shall only be expected to meet the criteria of the program in which they are enrolled.

B. Criteria shall be in effect for the life of the contract.

16.4 The supervisor will hold a meeting with the employee to go over the evaluation unless the employee waives such a meeting by checking the waiver box on the evaluation form. An employee signature on his/her evaluation document is not intended to indicate agreement with ratings or comments of the evaluator, but merely is to indicate that the employee has knowledge of the content and has received a copy of his/her evaluation. If the employee disagrees with the written evaluation, he/she may submit a written response within ten (10) days and the written response shall be attached to the file copy of the evaluation in question.

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Section 17. COMPENSATION

17.1 Beginning September 2026

All Employees Base Pay	$19.00
September 2027	$19.50
September 2028	$20.00

Employees that are currently receiving Professional Stipend and Plus Stipend will continue to receive the current stipend amount of forty-five cents ($0.45) for the duration of their employment.

A yearly stipend of three hundred dollars ($300.00) will be annually authorized to building level secretaries for their work in the administration of student medical needs. The three hundred dollar ($300.00) stipend will also be paid to any employee that consistently assists students with significant medical needs, including personal hygiene care, toiletry assistance, and special dietary modifications.

17.2 The Employer may make corrections or adjustments in an employee's pay due to bona fide Employer or Employee error. In such cases, a written explanation of the reason for the correction or adjustment will be provided to the employee.

17.3 Employees shall become eligible for longevity pay beginning on the first pay period of the new school year.

1 year of employment:	$.60 per hour over the salary schedule amount
5 years of employment:	$.90 per hour over the salary schedule amount
10 years of employment:	$1.25 per hour over the salary schedule amount
15 years of employment:	$1.65 per hour over the salary schedule amount
20 years of employment:	$2.10 per hour over the salary schedule amount
25 years of employment:	$2.60 per hour over the salary schedule amount

17.4 Bargaining unit members who obtain a Substitute Teaching Permit through MDE may serve as substitutes for classroom teachers. Bargaining unit members who choose to substitute for a classroom teacher shall be compensated in addition to their normal compensation at $7.00 per hour.

17.5 When a substitute cannot be found for an absent employee **(Food Service only)** and it causes their partner at the jobsite to perform the absent employee's duties, the employee working that day will receive time and a half for all hours without a substitute.

17.6 Mentor Program/Stipend

1. Every new ESP employee will be assigned a mentor for his or her first year of employment.

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2. Any bargaining unit member assigned as a mentor shall be in their 3rd year of employment or more. They must be engaged in work areas that have similar responsibilities.

3. Mentors will receive a $250.00 stipend for the school year. The mentor and mentee will be provided one hour of paid time to meet monthly. The mentor and mentee will be required to meet monthly and complete the mentor/mentee checklist and topics to be covered by mentor to be determined collaboratively with association representative and administration. Documentation of dates, times and topics of meetings must be presented to administration in order to receive stipend. Stipend to be paid to mentor within thirty (30) days of the end of the school year.

4. Should a conflict arise between mentor and mentee, either party may notify the administration and a new mentor will be assigned by administration.

17.7 Wellness Benefit

To encourage attendance at work, bargaining unit members shall have the opportunity to earn a wellness benefit. The parameters and qualifications are outlined below:

1. Wellness benefit shall be based on attendance between September 1 and June 30.
2. Wellness benefit shall be paid out on the first pay of September after an employee completes at least 50% of the qualifying attendance period.
3. If the bargaining unit member uses less than five full (5) days of sick leave, the benefit shall be three hundred dollars ($300).
4. If the bargaining unit member uses less than two full (2) days of sick leave, the benefit shall be five hundred dollars ($500).

Section 18. FRINGE BENEFITS

18.1 All employees shall receive Long Term Disability Insurance fully paid by the Board as follows:

66 2/3 of Max Eligible Salary

Maximum Monthly Benefit $1,500

90 days modified fill

Mental/Nervous Same as Illness

Alcohol/Drug Same as Illness

Freeze on Offsets

Vision – VSP 3 Gold; single subscriber only

SALARY REDUCTION ARRANGEMENTS

18.2 Employees may, subject to the guidelines of the District's Section 125 Cafeteria Plan approved under the Internal Revenue Code, sign a Salary Reduction Agreement for the purpose of purchasing benefits and/or participating in other plan options. Health benefits available to

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bargaining unit employees under this Cafeteria Plan will be limited to those available to other employees of the District.

Section 19. NEGOTIATION PROCEDURES

19.1 The parties acknowledge that during negotiations which resulted in this Agreement, each had the 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 understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

Section 20. CONTINUITY OF OPERATIONS

20.1 The Employer and Association agree that all differences between them shall be resolved by the orderly procedures provided herein, without interruption of the services which support school programs. The Association agrees that during the life of this Agreement, neither the Association, its agents nor its members will authorize, instigate, condone, or engage in any strike or any other form of work cessation. As used in this paragraph, “strike” shall be defined pursuant to Act No. 112 of the Public Acts of 1994, as amended.

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Section 21. DURATION OF AGREEMENT

21.1 This Agreement shall be effective as August 1, 2026 and shall continue in effect until July 31, 2029.

In witness whereof, the parties hereto have caused this Agreement to be signed by their representatives on this 8/12/2026

ASSOCIATION	EMPLOYER
Signed by: 1D1934CDF571499...	Signed by: James Milbrandt 5DFCD7E0834940C...
President	President
Signed by: Kelly Marshall 14F74C03B1FF4AA...	Signed by: EF46CC848333472...
Vice President	Vice President
Signed by: Linda Perkins 1B74F4C0733441A...	Signed by: Kristen Bauer-Frye 925F866DFC504D7...
Secretary	Secretary
	Signed by: Serenity Dankert 85C9E0A03C904B5...
Treasurer	Treasurer
Negotiations Committee	Trustee
Signed by: Amanda Abernathy 2928A8640189435...	
Negotiations Committee	Trustee
Negotiations Committee	Trustee
	Signed by: Stephen Szelga D1F119B11024460...
Negotiations Committee	Superintendent

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APPENDIX A

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

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

3. Situations where the employee or a 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 result from the domestic violence or sexual assault.

4. For a meeting 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.

5. For closure of an 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 an 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.

A. "Family member" as used under the Act, shall include:

1. 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.

2. A biological parent, foster parent, stepparent, or 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

3. A person to whom the employee is legally married under the laws of any state or a domestic partner.

4. A grandparent.

5. A grandchild.

6. A biological, foster or adopted sibling.

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

B. Any employee who utilizes paid sick time shall not be required to search for or secure a replacement worker as a condition for using earned sick time.