MASTER AGREEMENT

BETWEEN THE

WATERSMEET EDUCATION SUPPORT PERSONNEL ASSOCIATION

AND THE

WATERSMEET TOWNSHIP SCHOOL DISTRICT BOARD OF EDUCATION

2025-2028

TABLE OF CONTENTS

ARTICLE 1 - Agreement	3
ARTICLE 2 -Recognition	4
ARTICLE 3 - Extent of Agreement	5
ARTICLE 4 -Board's Rights Clause	6
ARTICLE 5 -Union Rights	8
ARTICLE 6 - Bargaining Unit Member Rights and Protections	10
ARTICLE 7 - Grievance Procedure	12
ARTICLE 8 - School Closure/Dismissal	15
ARTICLE 9 - Work Year, Workweek, Workday	16
ARTICLE 10 - General Working Conditions	21
ARTICLE 11 - Seniority	22
ARTICLE 12 - Vacancies, Transfers, and Promotions	24
ARTICLE 13 - Reduction in Personnel, Layoff, and Recall	26
ARTICLE 14 Leaves of Absence	29
ARTICLE 15 - Vacations	32
ARTICLE 16 -Holidays	35
ARTICLE 17 -Support Staff Representation	36
ARTICLE 18 Miscellaneous Provisions	37
ARTICLE 19 -Insurance	38
ARTICLE 20 - Duration of Agreement	41
APPENDIX A - wages	42
GRIEVANCE REPORT FORM	45

ARTICLE 1

Agreement

This Agreement entered into by and between the Watersmeet Educational Support Personnel Association-MEA/NEA, hereinafter called the ***Union***, and the Watersmeet Township Schools Board of Education, hereinafter called the ***Employer***.

This Agreement is negotiated pursuant to the Public Employment Relations Act, Act No. 336 of the Public Acts of 1947 as amended, to establish the wages, hours, terms and conditions of employment for the members of the bargaining unit herein defined.

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

ARTICLE 2

Recognition

2.1 Bargaining Unit Defined

The Watersmeet Township Schools Board of Education hereby recognizes the Watersmeet Educational Support Personnel Association - MEA/NEA as the sole and exclusive bargaining representative for the purpose of negotiations for all full-time and regular part-time aide/paraprofessional, reading assistant, library assistant, custodians, custodial/maintenance, food service, and secretarial-clerical employees of the Watersmeet Township Schools, excluding one confidential employee, and all other employees,

ARTICLE 3

Extent of Agreement

3.1 Severability

This Agreement shall constitute a binding obligation of both the Employer and the Union and for the duration hereof may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of these parties in written and signed amendment to this Agreement. Should any provision of this Agreement be found contrary to law that provision shall be void, and the parties shall meet within twenty (20) workdays to renegotiate that provision. However, the balance of the Agreement shall remain in effect for the duration of the Agreement.

3.2 Employer Policies/Practices, etc.

The Agreement shall supersede and have precedence over any rules, regulations, or practices of the Employer which shall be contrary to or inconsistent with its terms. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Employer.

ARTICLE 4

Board's Rights Clause

4.1 Rights

The Board 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 by the law and Constitutions of the State of Michigan and of the United States. These rights shall include, but not be limited to:

1. Manage and control the school's business, equipment, operations, and affairs of the Employer.
2. Continue its rights to assign and direct its personnel subject to the express limitations of this agreement.
3. The right to determine the size of the work force and lay off employees.
4. Determine the services, supplies and equipment necessary to continue its operations and to determine the methods, standards of operation, the means, methods, and processes of carrying on the work, including the automation thereof or changes therein, the instruction of new and/or improved methods or changes therein.
5. Adopt reasonable rules and regulations.
6. Determine the qualifications of employees in accordance with the agreed upon job descriptions.
7. Determine the location or relocation of its facilities, including the establishment or relocations of new schools, buildings, departments, divisions or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities.
8. Determine the placement of operations, production, services, and the source of materials and supplies.
9. Determine the financial policies, including all accounting procedures.

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

4.2 Limitations

It is understood that the exercise of the foregoing rights shall be subject to and limited by the terms of this agreement to the extent permitted by applicable laws.

ARTICLE 5

Union Rights

5.1 **Use of Facilities**

The Union and its representatives, upon administrative approval, shall have the right to use school buildings at reasonable hours to conduct business meetings.

5.2 **MEA Uniserv Director**

The MEA Uniserv Director and/or his/her designee shall be permitted to transact official Union business on Employer property at reasonable times, provided that this shall not interfere with or interrupt normal operations. He/she shall notify the office of his/her presence in the building.

5.3 **Mail**

The Union shall have the right to post notices of activities and matters of Union concern on a designated bulletin board to be located in an area approved by the Administration. A space shall be provided for each employee for correspondence.

5.4 **Union Leave**

The Employer shall, upon notification, grant the Union up to a maximum of five (5) days per year as time off for Union members to conduct Union business or participate in Union activities such as conventions and/or conferences. An employee with administrative approval may exchange shifts with another employee if such exchange can be arranged in order not to lose time or pay. If not, such time off shall be without pay. No more than two (2) employees shall be absent for union business on any given day. Additional days without pay as provided for above may be granted and/or additional employees may be excused with approval of the Superintendent.

5.5 **Special Meetings**

Upon request, the Superintendent agrees to meet with the Union President or his/her designee to discuss matters of general concern or grievances. Whenever possible, such meeting shall take place before or after the regular workday or during the President's lunch period or break time.

5.6 **Association Meetings**

Association members working the afternoon shift shall have the right to attend up to three local Association meetings per year without loss of salary. There will be no overtime on meeting days due to attendance. Furthermore, general membership meetings will not be scheduled when there are other after school activities which require the assistance of the custodial staff. Association members working the afternoon shift shall also have the right to attend ratification meetings without loss of salary. Attendance at all meetings shall not exceed two and one-half (2 1/2) hours per year.

ARTICLE 6

Bargaining Unit Member Rights and Protections

6.1 Individual Rights

Nothing contained within this Agreement shall be construed to deny or restrict to any employee rights he/she may have under the Michigan General School Laws or other applicable State or Federal laws or regulations.

6.2 Personal Life

The off duty conduct of an employee shall not be the basis for disciplinary action unless such conduct is related to the employee's responsibilities or affects his/her ability to perform required duties.

6.3 Discipline

Employee discipline shall be progressive in nature and consistent with the offense. Disciplinary action may include warnings, reprimands, or suspensions with or without pay, loss of pay, demotion and/or discharge. Depending on the nature of the offense, the District may invoke disciplinary measures at any level.

6.4 Adverse Material

In imposing any discipline on a current charge, the Employer will not take into account any warning, reprimand, or loss of pay which occurred more than two (2) years previously, nor will the employer take into account any suspension or demotion which occurred more than three (3) years previously unless the current conduct is of the same or similar nature.

6.5 Response to Discipline

Any employee who wishes to take exception to a written disciplinary action may respond in writing and shall present a copy of the response to his/her supervisor. Such response shall be placed in the Employer's personnel file and attached to the written disciplinary action.

6.6 **Representation**

An employee subject to disciplinary action or an investigatory meeting shall be entitled to have present a representative of the Union during any meeting with the Employer. Should such disciplinary action be likely to occur at a given meeting, the employee shall be advised immediately of said possibility and be advised by the Employer of the right to representation under the provision of the Agreement.

6.7 **Personnel Files**

An employee shall have the right upon request to review the contents of his/her personnel file, except confidential material as determined by law. A representative of the Union may be requested to accompany the employee in such review. In the event the employee feels the material placed or to be placed in his/her file is inappropriate or in error he/she may receive adjustment through the grievance procedure whereupon, pending outcome of the grievance, the material shall be corrected or expunged from the file.

Employees shall be provided a copy of any non-confidential material placed in or to be placed in his/her file.

In the event of a FOIA request for personnel file information, the employee shall be notified prior to the information being released. Any information that is released shall be subject to the Bullard-Plawecki Right-to-Know Act.

ARTICLE 7

Grievance Procedure

7.1 Definition

A claim and/or a complaint by a bargaining unit member or a group of bargaining unit members or the Union that there has been an alleged violation, misinterpretation, or misapplication of any provision of this Agreement may be processed as a grievance as hereinafter provided.

7.2 Hearing Levels

a. **Informal Level**: Within ten (10) working days of when an employee(s) or the Union knows or should have known a grievable incident has occurred, the affected employee(s) or the Union shall request a meeting with the immediate supervisor in an effort to resolve the complaint. The Union shall be notified and a representative thereof present with the employee at such meeting. If the employee is not satisfied with the result(s) of the meeting, he/she may formalize the complaint.

b. **Formal Level 1**: If a complaint is not resolved in a conference between the affected employee(s) and his/her immediate supervisor, the complaint may be formalized in writing within five (5) working days of the meeting between the supervisor and the affected employee(s). A copy of the grievance shall be sent to the Union and the immediate supervisor. The immediate supervisor shall within five (5) working days of receipt of the grievance, render a written decision. A copy of this decision shall be forwarded to the grievant(s) and the Union.

c. **Formal Level 2**: If the Union is not satisfied with the disposition of the grievance at Level I or if no disposition has been made within five (5) working days of receipt of the disposition, the grievance may be transmitted to the Superintendent. Within seven (7) working days after the grievance has been so submitted, the Superintendent shall meet with the Union on the grievance. The Superintendent shall,- within five (5) working days after the conclusion of the meeting, render a written decision thereon with copies to the Union and the grievant(s).

d. **Formal Level 3**: If the matter is not resolved at the superintendent's level, the Union may, within five (5) workdays from receipt of the decision by the superintendent, forward the grievance to

the Board committee. Within ten (10) workdays of receipt of the grievance, the Board committee shall meet with the Union in an effort to resolve the grievance. The Board committee shall indicate their disposition of the grievance in writing within five (5) workdays of such meeting and shall furnish a copy thereof to the Union.

e. **Formal Level 4**: If a matter is not resolved at the Board committee level, the Union may, within ten (10) workdays from the decision by the Board committee, notify the superintendent in writing of the Union's intent to pursue the grievance to mediation. Mediation shall be scheduled with the State Mediator through MERC at the mediator's convenience.

f. **Formal Level 5**: If a matter is not resolved at the mediation level, the Union may, within ten (10) work days from the decision by the Board committee, notify the superintendent in writing of the Union's intent to pursue the grievance to arbitration. Upon notification to the employer of intent to pursue the grievance to arbitration the parties shall attempt to agree upon an arbitrator. If no agreement is reached within twenty (20) workdays the arbitrator shall be selected in accordance with the rules and procedures of the American Arbitration Association. Both parties agree to be bound by the award of the arbitrator, and that judgement thereon may be entered in any court of competent jurisdiction. The fees and expenses of the arbitrator shall be shared equally by the Union and the Employer.

7.3 **Alternative Selection Process**

If the parties agree on an arbitrator outside of the American Arbitration Association process, the hearing and the award shall be governed in accordance with AAA rules. The parties may mutually agree to waive AAA rules.

7.4 **Miscellaneous Conditions**

a. Workdays shall include all days except Saturday, Sunday, and holidays. Time limits may be extended by mutual written agreement of the parties.

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

c. An employee who must be involved in the arbitration process during the workday shall be excused with pay for that purpose.

d. If the Union violates the time limits specified herein at any level, the grievance shall be considered dropped. If the Employer violates the time limits specified herein, the grievance shall be considered granted.

e. Discipline and discharge of probationary employees shall not be grievable beyond the Board Committee level.

ARTICLE 8

School Closure/Dismissal

8.1 School Closing

When an act of God, or an Employer directive, forces the closing of a school or other facility of the Employer, the bargaining unit members shall be excused from reporting to duty without loss of pay for the first nine (9) days closed. Three additional Act of God days, if necessary, shall be deducted from the employee's accumulated leave and the Association shall be notified. Custodians shall report to work unless Superintendent authorizes them not to (on a case-by-case basis).

8.2 School Cancellation After Opening

If school is canceled after employees have reported for work the employee, at his/her option, may elect to work the remainder of his/her scheduled shift and be paid or may elect to leave fifteen (15) minutes after students are dismissed, in which case the employee will not be paid the time missed.

ARTICLE 9

Work Year, Workweek, Workday

9.1 **Work Year**

The work year for all bargaining unit members shall be the full year (52 weeks) with break periods, holidays and vacations as listed in this Agreement, including full year custodians and maintenance, but excluding those classifications described below:

a. **Paraprofessionals and Reading Assistants**: The work year for paraprofessionals and reading assistants shall be the days teachers are scheduled to work, which basically coincides with the student attendance year.

b. **Secretary to the school principal/clerical personnel**: The work year for secretarial/clerical personnel shall be at least 200 workdays beginning two (2) weeks before the reporting date of teachers and ending at least two (2) weeks after the last teacher workday. The administration may extend the reporting date by two weeks and then ending date by two weeks.

c. Food Service: The food service employees shall start work three (3) days before school is scheduled to start and shall continue to work for three (3) days after the school year is complete, The administration may extend the reporting date by two days and the ending date by two days.

d. Part-time custodians will work 10 months (43 weeks).

9.2 **Workweek**

The workweek shall be defined as Sunday through Saturday.

9.3 **Workday**

All hours shall be consecutive, except for the custodians. In the event an employee's regularly scheduled hours or days are reduced, said employee may exercise his/her bumping rights in accordance with *Article 16, Reduction.in Personnel, Layoff, and Recall.*

9.4 **Duty-Free Lunch**

All bargaining unit members shall receive a minimum of one-half (1/2) hour uninterupted dutyfree unpaid lunch period, except in those instances where the lunch break is included as part of an employee's shift.

9.5 **Emergency Call-In**

A minimum of two (2) hours shall be credited to an employee called in for an emergency situation, even if less time is worked by the employee. In such instances, the employee will only be required to deal with the emergency situation and not with other duties.

9.6 **Breaks**

Employees shall be granted paid breaks in accordance with the following schedule:

a. 3 to 5 hour employees: 10 minutes per day

b. 5 to 7 hour employees: 20 minutes per day

c. 7 hours or more: 30 minutes per day

The specific scheduling of the break periods shall be done by mutual agreement of the employee and the supervisor. The employee may take the break period in a location of the employee's choosing.

9.7 **Overtime**

a.) Employees shall be compensated at the rate of time and one-half (1- 1/2) of their regular hourly pay for all hours worked in excess of forty (40) hours per week, and for all hours worked on holidays that are defined in this agreement in addition to holiday pay,

b.) Overtime hours shall be divided as equally as possible among employees in the same classifications.

9.8 **Substitutes**

Substitutes shall not be placed to perform the work of an absent regular bargaining unit member until other bargaining unit members regularly assigned to the building or classification have been offered the work. A substitute shall only perform the work in a position that remains if no regular qualified bargaining unit member is available to perform the work.

9.9 **Working Hours**

Custodian

a.) The maximum regular full working day for custodians shall consist of forty (40) hours as scheduled below. If, in the opinion of the Board of Education and the Superintendent, a change in the schedule is necessary on a permanent basis for the efficient operation of the school, they shall notify the Union of the change setting forth the reasons. The Union may, within five (5) days, request a conference on such change.

1. Morning Shift:

Monday through Friday6:00 a.m. to 2:00 p.m.

2. Afternoon Shift:

Monday through Friday	2:00 p.m. to 10:00 p.m.
Saturday	Two (2) hours

Sunday morning check is worth two (2) hours.

b.) Shifts during regularly scheduled school vacations are to run 6:00 a.m. to 11:30 a.m. and 12:00 noon to 2:30 p.m., except when the time off is five (5) days in a week. If, during vacations, time off is five (5) days in a week, shifts are then to be four, 10-hour days and are to run 6:00 am. to 12:00 noon and 12:30 p.m. to 4:30 p.m. If there is an activity during this time, the afternoon shift janitor will work a 12:00 to 10:00 p.m. shift during the activity. During the summer vacation, shifts are to run 6:00 a.m. to 4:30 p.m., with one-half (1/2) hour unpaid lunch period. During

this period, the following will be in effect. Sick leave or personal business day would be one day plus two (2) hours. Any employee who does any work on Friday would be allowed to take that amount of time off the next week. Holiday would be regular eight (8) hours' pay so janitors would then put in four (4) days at eight (8) hours. Four (4), 10-hour days of vacation will be considered as one week's vacation. One day of vacation would be one day plus two (2) hours. Afternoon janitor hours will be 10:00 a.m. to 6:00 p.m., when all sport activities are over as determined by the Administrator. If some activity should occur during this time, the afternoon shift janitor will work the 2:00 p.m. to 10:00 p.m. shift during this activity.

c.) A duty roster shift schedule and check list will be made and followed.

d.) When school is dismissed at 12:20, and there are no school functions, janitors can work from 6:00 a.m. to 2:00 p.m. Example: Day before Thanksgiving, school is dismissed at 12:20 p.m. after lunch; teachers are free to go,

e.) On snow days, etc., when school functions are called off after they begin, a second janitor may be called in as soon as it is called off for an eight hour shift.

f.) When teachers have in-service, etc., and are free to leave at 3:00 p.m., the afternoon janitor may come in at 7:30 a.m. and work till 3:30 p.m. provided there are no other school functions going on.

Food Service

The work hours for food service employees shall generally be scheduled between either 6:00 a.m. and 2:00 p.m. or 5:30 a.m. and 1:30 p.m. based on agreement between the Head Cook and the administration. There shall be some flexibility at times needed at the discretion of the superintendent.

Paraprofessional

The Superintendent is authorized to implement paraprofessional assignments of up to 7.5 contiguous hours with start/end times determined by the Superintendent based on operational needs.

ARTICLE 10

General Working Conditions

10.1 **Student Discipline**

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 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.

10.2 **Medication**

No bargaining unit member shall be required to dispense or administer medication, or perform diapering or medically related procedures without being trained in accordance with applicable laws.

10.3 **Equipment**

The Employer shall provide approved first aid kits and materials in all work areas, gloves, and appropriate training in the handling of blood, blood products and other bodily products.

The Employer shall provide a vehicle for picking up supplies or materials or the supplies or materials will be brought to the school. The parties agree that the Employer does not have to have a vehicle available at all times.

10.4 **Job Descriptions**

A copy of an employee's job description shall be provided to the employee at the time of hire.

Modifications to any job description shall be provided to the employee at the time of modification.

ARTICLE 11

Seniority

11.1 **Seniority Defined**

Seniority shall be defined as the length of service within the district within a given classification from the bargaining unit member's last date of hire. In the event that more than one individual bargaining unit member has the same starting date of work, position on the seniority list shall be determined by drawing lots.

Seniority shall be prorated for part-time employees based on permanently scheduled annual hours divided by 1080 hours. No employee shall accrue more than one year seniority annually.

11.2 **Probation**

Probationary bargaining unit members shall have no seniority until the completion of the probationary period, at which time their seniority shall revert to their first day of work. The probationary period shall be one year from the first day of work.

11.3 **Classification**

For purposes of this Agreement, all bargaining unit members shall be placed in one (1) of the following classifications based on their current assignment:

a. Secretarial/Clerical
b. Paraprofessional/District Office Paraprofessional/Reading Assistant
c. Custodians
d. Food Service
e. Library Assistant
f. Maintenance/Custodial

11.4 **Seniority List**

The Association shall be provided with a seniority list by the end of October for each new school year. Once the list is provided to the Association, the Association shall have thirty (30) calendar days to review the list and offer any suggestions for corrections. Once any conflicts are resolved the list shall be considered final and correct.

11.5 **Accrual**

Seniority shall not accrue when an employee transfers to a non-bargaining unit position or is on an unpaid leave or layoff.

11.6 **Seniority Lost**

Seniority shall be lost by a bargaining unit member upon termination, resignation, retirement, and failure to return from leave or layoff.

ARTICLE 12

Vacancies, Transfers, and Promotions

12.1 **Vacancy Defined**

A vacancy shall be defined as a newly-created position or a present position within the scope of the recognition clause that is not filled due to retirement, resignation, or termination that the Board wishes to fill.

12.2 **Vacancy Posting**

All vacancies shall be posted on a designated bulletin board for a period of ten (10) workdays. In addition, the Union President shall be provided with a copy of all postings via email at their school email address prior to the posting being placed on the designated bulletin board. Said postings shall contain the following information:

a. Type of work
b. Location of work
c. Starting date
d. Rate of pay
e. Hours to be worked
f, Classification
g. Job description

Any employee wishing copies of postings for vacancies which occur during the summer months must notify the business office of same and provide self-addressed, stamped envelopes for the mailings, or may request mailings via email.

12.3 **Vacancy Notification**

Interested bargaining unit members may apply in writing to the Superintendent within the ten (10) day posting period.

12.4 **Award of Vacancies**

Vacancies shall be filled with the most senior qualified applicant from within the affected classification. Any bargaining unit member who has served more than twenty (20) consecutive workdays in a classification within the past three (3) years shall be determined qualified for any position in that classification. Except as provided for above, or in the case of bargaining unit members on layoff, the Board, at its option, and after determining qualifications, may hire the most qualified

applicant for the position, including outside applicants. Consideration shall be given to bargaining unit members in the filling of all other vacancies.

12.5 **Selection**

Each bargaining unit applicant shall be notified of the employer's decision in writing.

12.6 **Involuntary Transfers**

Prior to any involuntary transfer of bargaining unit member(s), the superintendent shall provide five (5) work days notice and shall meet with the affected employee(s) to discuss any possible alternatives.

12.7 **Temporary Assumption of Duties**

Any bargaining unit member who is temporarily assigned the duties of another bargaining unit member for five (5) or more consecutive shifts will be paid the regular rate for those duties. A bargaining unit member shall suffer no loss in pay as a result of being assigned the duties of another bargaining unit member.

12.8 **Temporary Vacancies**

A temporary vacancy shall be defined as a vacant position within the scope of the bargaining unit as a result of an extended illness or leave of absence in excess of twenty (20) consecutive workdays. Such vacancy shall be filled in accordance with Section 4 of this article. In the event an employee from outside the bargaining unit is hired to fill any such vacancy, said employee shall not be covered by this master agreement until such time as he/she has completed the probationary period as defined in Article 11 , Section 2. Upon completion of the probationary period, said employee shall be granted all accrued leave and seniority afforded regular bargaining unit members under this agreement, retroactive to the employee's first day of work. Benefits will become effective the first day of the month following the probationary period.

ARTICLE 13

Reduction in Personnel, Layoff, and Recall

13.1 **Layoff Defined**

Layoff shall be defined as a reduction in the work force.

13.2 **Layoff Notice**

No bargaining unit member shall be laid off pursuant to a reduction in the work force unless said bargaining unit member shall have been notified of said layoff at least ten (10) workdays prior to the effective date of the layoff.

13.3 **Layoff Procedures**

In the event of a reduction in work force, the Employer shall first lay off probationary bargaining unit members in the classification where the reduction is necessary. If further layoffs are necessary, then the least senior bargaining unit members in the affected classification shall be laid off. 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, regardless of classification, for which they are qualified, which is held by a less senior bargaining unit member.

Within ten workdays of receiving written notification of Board action to reduce or eliminate their position, affected bargaining unit members will notify the District of their intentions to either accept the lay off or assume the position of a less senior bargaining unit member for which they are qualified. If the reduction or elimination is to take place with the next school year, the bump would be effective upon the first student work day of the new school year. If the reduction or elimination takes place within a school year, the bump would be effective with elimination or reduction of the position. Any bargaining unit member so affected by a bump will have the same opportunity and timelines for a decision as the original member laid off.

Written notification of the reduction or elimination of a position, or written notification that a member has been affected by a bump, shall include the date by which the previous paragraph must be satisfied.

Any member so affected who does not notify the District of their intentions within the timelines stated shall be assumed to be accepting the lay off unless there are extenuating circumstances agreed to by the Employer.

13.4 **Substitute Priority**

A qualified laid-off bargaining unit member shall, upon application, be granted priority status on the substitute list according to his/her seniority. Laid-off bargaining unit members may continue their health, dental and life insurance benefits by paying the regular monthly subscriber group rate premium for such benefits to the Employer as long as allowed by the insurance company.

13.5 **Recall**

Laid-off bargaining unit members shall be recalled in the reverse order of layoff. Notices of recall shall be sent by certified or registered mail to the last known address as shown on the Employer's records. The recall notice shall state the time and date on which the bargaining unit member is to report back to work. It shall be the bargaining unit member's responsibility to keep the Employer notified as to his/her current mailing address.

A recalled bargaining unit member shall be given ten (10) workdays from receipt of notice to notify the Employer of his/her intent to return to work. The Employer may fill the position on a temporary basis until the recalled bargaining unit member can report for work.

Bargaining unit members recalled to full-time work for which they are qualified are obligated to take said work. A bargaining unit member who declines recall to full-time work for which he/she is qualified shall forfeit his/her seniority rights and be considered a quit. Acceptance or refusal of recall to a position which is lower in pay and/or benefits than the position from which the bargaining unit member was laid-off shall not affect his/her rights to recall to an equivalent position.

13.6 **Partial Layoffs**

In the event the hours of a position are reduced, the layoff procedure outlined in Section 3 of this article may be utilized.

ARTICLE 14

Leaves of Absence

14.1 Previous Agreements

All previously existing sick leave and personal leave agreements between the Board of Education and individual employees shall remain in effect. Said employees who do not have personal leave days shall be granted said days in accordance with Section 14.2 below.

14.2 Leave With Pay Deducted from Accumulated Paid Leave Days

Employees covered under this agreement will accrue one-half (1/2) a prorated paid leave day for each pay period worked or on paid leave. The day will be equal to the employee's regularly scheduled hours of the employee's permanent assignment.

Unused sick days may accumulate to a maximum of one hundred eighty (180) days.

Accumulated paid leave days may be used for the following purposes:

a. **Illness of the employee**: Employees may be required to supply a doctor's verification or other information to verify the reason for any absence exceeding three (3) consecutive days, or a medical doctor's opinion of the employee's ability to return to work, with any stated restrictions.

b. **Personal day**: Three (3) personal days shall be granted for all employees. Notice of intent to use personal days must be submitted to the superintendent 24 hours in advance unless the employee can demonstrate an emergency exists preventing the submission of a timely request.

c. **Emergency Leave**: Requests for emergency leave necessitated by illness of an employee's parent, spouse, child, or any other person living in the employee's household shall be granted by the superintendent. Requests for additional days may be granted by the superintendent for other emergency situations. Abuse of emergency leave may be subject to the disciplinary process.

d. **Maternity/Paternity Leave**: An employee shall use accrued paid leave days for maternity/paternity leave, during which time the FMLA shall apply. (If accrued time is less than

60 days, then the maximum amount of time of accrued plus FMLA (if applicable) shall not exceed 60 days without Board approval.

14.3 **Leaves With Pay NOT Deducted from Accrued Paid Leave Days**

a. **Bereavement**: Up to five (5) days for a death in the immediate family. For purposes of this section, immediate family includes spouse, child, grandchild, parent, grandparent, brother, sister, mother-in-law, father-in-law, son-in-law, daughter-in-law, step parent, step child, step brother, step sister, and anyone living in the employee's household. Any employee selected to be a pall bearer for a deceased employee will be allowed one (l) funeral leave day with pay, to be deducted from sick leave. Employees on duty shall be allowed one (l) funeral leave day to attend the funeral of an employee of the School District.

b. **Jury Duty**: Employees required to report to court for jury duty or by subpoena shall be released with pay provided they turn over to the district any earnings (excluding mileage) received for the court appearance.

14.4 **Workers' Compensation**

An employee may utilize accrued paid leave days if drawing Workers' Compensation. The employee will sign over Workers' Compensation checks to the district within ten (10) days of receipt. The employee will receive a check from the district based upon permanently scheduled hours. The difference in amounts will be charged to the employee's accrued leave days on a prorata basis.

If the employee has no accumulation or has exhausted his/her accumulation, the employee will no longer be required to sign over the checks.

14.5 **Pay for Unused Sick Days**

Employees who have served the Watersmeet School District for a minimum of ten (10) years shall, upon retirement or separation for other than cause, receive compensation for each unused sick days at the rate of $5.00 per hour for each regularly scheduled hour per day for up to the maximum total days accumulated. An employee whose termination is upheld shall not be eligible for this benefit.

14.6 **Child Care Leave**

Upon written request to the superintendent, unpaid child care leave shall be granted for a period not to exceed one (1) year, pursuant to the provisions of the FMLA. The employee can return to work prior to the end of the approved leave time with notice of such intent given to the superintendent no less than ten (10) workdays before the date of return.

14.7 **Other Unpaid Leaves**

Employees interested in applying for other unpaid leaves of absence, not to exceed three (3) months, must submit a written application to the Superintendent which includes the requested beginning and ending date of the leave and the purpose for requesting the leave.

14.8 **Approval of Unpaid Leaves**

The right to grant or reject an unpaid leave request rests solely with the Board of Education, or should the Board elect, with the Superintendent. Upon written request, extensions may also be granted.

14.9 **Benefits During Unpaid Leaves**

Except where mandated by law, all benefits shall cease to be paid for an employee on unpaid leave. The employee will assume responsibility for any premium payments.

14.10 **Return From Leave**

For the purpose of this article, an employee returning to work from any leave shall be reinstated to the same, or equivalent (compensation) position held when the leave began. In the event the position has been eliminated, the employee may elect to use his/her seniority to fill a position in accordance with the layoff provisions of Article 14, Section 3.

ARTICLE 15

Vacations

For employees hired after October 28, 2014, years worked with less than 1400 hours shall count as 1/2 year for vacation accrual purposes.

15.1 Vacation

Employees with regularly scheduled permanent annual job hours of 1820 or more, exclusive of overtime, shall receive one (l) week of paid vacation during their first year of employment. During and after the second year of employment they will receive two (2) weeks; three (3) weeks during and after the eighth year; and four (4) weeks during and after the twelfth year. Beginning with the 2027-28 school year, employees will receive their vacation as follows: ½ of annual allotment on January 1 and the other ½ of their annual allotment on July 1. Vacation time may be requested to be given earlier for extenuating circumstances by example but not limitation (weddings, bereavement, FMLA). The decision to grant the request rests with the Superintendent and will be given on an equitable basis.

15.2 Vacation Accumulation

Beginning in 1995-96, employees with regularly scheduled permanent annual job hours of 1400 to 1819, exclusive of overtime, shall be eligible for vacation after nine (9) years of service to the District. These employees shall receive vacation as follows:

During the 10th year	8 hours
11th year	16 hours
12th year	24 hours
13th year	32 hours
14th year	40 hours
15th year	48 hours
16th year	56 hours
17th year	64 hours
18th year	72 hours
20+ years	80 hours

15.3 Scheduling Requirements

Vacation days must be taken when school is not in session. This requirement may be waived upon approval of the Superintendent.

15.4 Vacation Period

a. When a holiday is observed by the Employer during a scheduled vacation, the vacation would be extended one (1) day continuous with the vacation.

b. A vacation may not be waived or accumulated by an employee and extra pay received for work during that period.

c. If an employee becomes ill and is under the care of a duly licensed physician during this vacation, his/her vacation will be changed to and chargeable to sick leave and the vacation time will be rescheduled. In the event his/her incapacity continues through the year, he/she will be awarded payment in lieu of vacation. The Employer in such case may require a physician's certificate.

d. When school is closed for deer season, all employees shall be allowed the days off. These days shall be deducted from the accrued vacation days. Employees with only one (1) week of vacation shall have these days deducted from personal leave days. In the event of school activities during this period, the employee normally scheduled for that day would report for work, at straight time, and the deduction from vacation or personal leave shall be reduced by the number of hours worked during the activity. The employee shall be required to report for work two (2) hours prior to the time of the activity.

15.5 Pay Advance

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

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

ARTICLE 16

Holidays

16.1 Holidays

There shall be ten (10) paid holidays per year, as listed below, for year-round employees and a minimum of eight (8) paid holidays per year for all other employees.

Independence Day (year-round employees only)
Labor Day (year-round employees only ([1]))
Thanksgiving Day
Thanksgiving Friday
Christmas Eve
President's Day (school-year employees only ([2])).
Christmas Day
New Years Eve Day
New Years Day
Good Friday
Memorial Day

1. Labor Day shall be considered a paid holiday for all employees provided that the school year starts before Labor Day. If the school year starts after Labor Day, it will remain a paid holiday for year-round employees only.
2. President's Day shall only be considered a paid holiday for school-year employees if school is closed for the holiday.

16.2 Weekends

If the holiday falls on a weekend, the closest non-session day will be considered the holiday.

ARTICLE 17

Support Staff Representation

To the extent permitted by Law, the Association shall be entitled to enter into discussions and to provide data, information, and input related to issues directly affecting the support staff unit.

ARTICLE 18

Miscellaneous Provisions

18.1 Agreement

There shall be two (2) signed copies of any final agreement. The Union shall be responsible for providing the two (2) master copies of the final agreement. One (1) copy shall be retained by the Employer and one (1) by the Union.

Copies of this Agreement may be found online at the district website.

A copy of the NEOLA Policy Manual as adopted by the Board shall be placed in the Employee Lounge and updated as changes are made.

18.2 Supervisors

The Superintendent and Principal shall be the employees' supervisors.

18.3 Student Workers.

Student workers hired through state and federal programs shall not be used to displace, replace, or reduce the hours of any position within the scope of the bargaining unit.

18.4 Emergency Financial Manager

In the event an Emergency Financial Manager is appointed under the Local Financial Stability Act (PA 436 of 2012) to oversee the fiscal well-being of the Watersmeet Township School District, it is understood that said manager shall have the authority to reject, modify or terminate the terms and conditions in this collective bargaining agreement subject to the provisions and requirements of the Act.

This section of the Master Contract shall become effective upon ratification of this agreement and shall remain in effect until such time a court of competent jurisdiction overturns the Act or the legislature repeals the Act. In such instance, this section, 20.4, shall immediately be considered null and void and shall be deleted from the collective bargaining agreement.

ARTICLE 19

Insurance

19.1 The specific MESSA Medical Plans available to eligible employees are determined by the Coalition Team of the Upper Peninsula Area Purchasing Agreement (UPAPA), Plans will be decided by the Coalition Team each September for implementation on the following January 1, Should the district no longer participate in the UPAPA, or if the UPAPA no longer exists, the existing MESSA plans will stay in place until other plans are negotiated. Dental, vision, life, and long-term disability benefits are still subject to this collective bargaining agreement and are listed elsewhere in this contract. The bargaining unit member may elect single, two-person, or full family coverage. Coverage shall be for a full twelve (12) month period September 1 through August 31. Members whose employment is terminated for the following reasons (discharge or resignation during the school year) shall continue to receive insurance benefits through the month said termination becomes effective.

19.2 Pursuant to P.A. 152 of 2011, Board contributions toward the premium cost shall be either the hard cap option or the 80% option as determined by the Board. The Union shall be entitled to advise the Board of the option they prefer and the rationale as to why they are recommending said option. However, the final decision rests with the Board at the Board's discretion. The decision of the Board shall be made annually each May once the new insurance rates are known. In the event the Board elqcts the hard cap option, the cap shall be adjusted as provided for in the Act.

19.3 It is understood by the parties that the hard cap or 80% option includes the costs for reimbursed deductibles, reimbursed co-pays, has contributions, FSA contributions or other contributions to similar accounts in lieu of options.

19.4 Part-time employees shall be eligible for the benefits addressed in sections 19.1, 19.5, 19.6, 19.7 and 19.11 on a pro-rata basis.

19.5 The Board shall provide the MESSA Dental Care Program for all support staff in the bargaining unit and their eligible dependents. The plan shall be:

Dental: 100/90/90: $3,000
90: $4,000
Two cleanings/year
No Adult Ortho.

The Board contribution shall be 100% of the employee's coverage rate.

19.6 The Board shall provide the MESSA Vision Preferred Plan to all support staff in the bargaining unit and their eligible dependents. The Board contribution shall be 100% of the employee's coverage rate.

19.7 The Board shall provide a Negotiated Group Term Life Insurance Plan for $50,000 with AD/D of $50,000 per quote ID 350638 created on 6/22/22. The Board contribution shall be 100% of the employee's coverage rate.

19.8 The insurance coverages referenced in Sections 19.1, 19.5, 19.6, and 19.7 will be offered as Plans A, C, D, and E. Employees not electing health insurance will select the coverages referenced in sections 19.5, 19.6 and 19.7 as Plan B. For Plan B, the Board contribution shall be 100% of the employee's coverage rate.

19.9 Changes in family status shall be reported to the school business office within twenty (20) calendar days of such change (i.e.: addition to the family, change in marital status, death, child leaving dependency, child overage, etc.).

19.10 The Board shall adopt a Section 125 Cafeteria Plan in accordance with IRS requirements. The Board shall be responsible for administering the plan. The plan shall minimally include a benefit selection option to be filled out by all bargaining unit members on an annual basis. For those bargaining unit members opting to participate in the plan, the District shall offer the option of receiving cash in lieu of benefits or of utilizing a salary reduction plan to maintain a tax-deferred status.

19.11 Employees electing Plan B shall be compensated at a rate of $0.75 per hour as cash in lieu of health benefits.

ARTICLE 20

Duration of Agreement

This contract shall be effective as of August 1, 2025 or ratification by the parties if that is later and shall continue in effect until the July 31, 2028.

In witness whereof, the parties hereto have caused this Agreement to be signed by their representatives on the date listed.

FOR THE WATERSMEET TOWNSHIP SCHOOL DISTRICT:

Michelle Hagen
Board President

Priscilla Smith
Board Secretary

6-23-2025
Date

FOR THE WATERSMEET EDUCATION SUPPORTPERSONNEL ASSOCIATION:

Kelly Leonard
President

Jennifer Brissette, SNAP Negotiator
Uniserv Director

6-23-2025
Date

APPENDIX A

Wages 2025-2028

a. Steps do not reflect years of experience. Employees moving from one classification to another due to a layoff/bumping situation shall be placed at the step of the new classification closest to their previous salary.

b. Custodians working the second shift shall receive an additional twenty-five (25) cents per hour.

c. Employees required to work in a higher classification shall be paid the rate of the higher classification.

Paraprofessional

Step	25-26	26-27	27-28
1	19.19	19.69	19.94
2	19.46	19.96	20.21
3	19.72	20.22	20.47
4	19.98	20.48	20.73
5	20.24	20.74	20.99
6	20.50	21.00	21.25
7	20.76	21.26	21.51
8	21.02	21.52	21.77
9	21.28	21.78	22.03
10	21.55	22.05	22.30
15	21.81	22.31	22.56
20	22.07	22.57	22.82
25	22.33	22.83	23.08

Head Cook

Step	25-26	26-27	27-28
1	22.71	23.21	23.46
2	22.97	23.47	23.72
3	23.23	23.73	23.98
4	23.49	23.99	24.24
5	23.75	24.25	24.50
6	24.01	24.51	24.76
7	24.28	24.78	25.03
8	24.54	25.04	25.29
9	24.80	25.30	25.55
10	25.06	25.56	25.81
15	25.43	25.93	26.18
20	25.79	26.29	26.54
25	26.16	26.66	26.91

Secretary

Step	25-26	26-27	27-28
1	17.38	17.88	18.13
2	17.91	18.41	18.66
3	18.45	18.95	19.20
4	19.04	19.54	19.79
5	19.63	20.13	20.38
6	19.90	20.40	20.65
7	20.16	20.66	20.91
8	20.43	20.93	21.18
9	20.70	21.20	21.45
10	20.97	21.47	21.72
15	21.56	22.06	22.31
20	22.15	22.65	22.90
25	22.74	23.24	23.49

Assistant Cook

Step	25-26	26-27	27-28
1	16.57	17.07	17.32
2	16.84	17.34	17.59
3	17.11	17.61	17.86
4	17.38	17.88	18.13
5	17.59	18.09	18.34
6	17.81	18.31	18.56
7	18.02	18.52	18.77
8	18.24	18.74	18.99
9	18.45	18.95	19.20
10	18.66	19.16	19.41
15	18.88	19.38	19.63
20	19.09	19.59	19.84
25	19.31	19.81	20.06

Custodian

Step	25-26	26-27	27-28
1	20.83	21.33	21.58
2	21.35	21.85	22.10
3	21.87	22.37	22.62
4	22.39	22.89	23.14
5	22.92	23.42	23.67
6	23.18	23.68	23.93
7	23.44	23.94	24.19
8	23.70	24.20	24.45
9	23.96	24.46	24.71
10	24.22	24.72	24.97
15	24.75	25.25	25.50
20	25.27	25.77	26.02
25	25.79	26.29	26.54

Custodian/Maintenance

Step	25-26	26-27	27-28
1	21.66	22.16	22.41
2	22.29	22.79	23.04
3	22.92	23.42	23.67
4	23.54	24.04	24.29
5	24.12	24.62	24.87
6	24.38	24.88	25.13
7	24.64	25.14	25.39
8	24.90	25.40	25.65
9	25.16	25.66	25.91
10	25.43	25.93	26.18
15	26.00	26.50	26.75
20	26.58	27.08	27.33
25	27.15	27.65	27.90

GRIEVANCE REPORT FORM

WATERSMEET EDUCATION SUPPORT PERSONNEL ASSOCIATION

Grievance #_____

Distribution of Form

1. Superintendent
2. Supervisor
3. Union
4. Grievant

Submit to Supervisor in Duplicate

Building	Assignment	Name of Grievant	Date Filed

A. Date Cause of Grievance Occurred: _____

B. 1 Article/Section/Policy Violated: _____

2. Statement of Grievance: _____

_____

_____

3. Relief Sought: _____

_____

_____

_____

Signature Date

C. Disposition of Supervisor: _____

_____

_____

_____

Signature Date

GRIEVANCE REPORT FORM, STEP 1 (continued)

D. Disposition of Grievant and/or Union: _____

_____

_____

_____
Signature Date

STEP 2

A. Date Received by Superintendent or Design: _____

B. Disposition of Superintendent or Designee: _____

_____

_____

_____
Signature Date

C. Position of Grievant and/or Union: _____

_____

_____

_____
_____Signature Date

STEP 3

A. Date Submitted to Board Committee: _____

B. Disposition of Board Committee: _____

_____

_____

_____
Signature Date

C. Position of Grievant and/or Union: _____

_____

_____

_____
Signature Date

STEP 4

A. Date Submitted to Arbitration: _____

B. Disposition and Award of Arbitrator: _____

_____

_____

_____

_____
Signature Date