AGREEMENT

BETWEEN

THE PUBLIC SCHOOLS OF CALUMET, LAURIUM & KEWEENAW

AND

MICHIGAN EDUCATION SUPPORT PERSONNEL ASSOCIATION

REGION 18-A MICHIGAN EDUCATION ASSOCIATION

2025-2027

TABLE OF CONTENTS

Article	Subject	Page
	Agreement	1
1	Recognition	2
2	Definitions	3
3	Management Rights	4
4	Association Rights	6
5	Employee Rights	7
6	Working Conditions	8
7	Employee Evaluation	9
8	Maintenance of Standards	10
9	Grievance Procedure	11
10	Personnel Files and Employee Competence	15
11	Discharge and Discipline	16
12	Seniority	17
13	Layoff Procedure	19
14	Recall Procedure	20
15	Hours of Work	21
16	Transfers	22
17	Vacancies	23
18	Leaves of Absence	24
19	Sick Leave	26
20	Funeral Leave	29
21	Personal Leave	30
22	Holidays	31
23	Insurance Benefits	32
24	Wages	34
25	Youth Employment and State and Federal Programs	36
26	Duration of Agreement	37
	Grievance Form	38

AGREEMENT

This Agreement, entered into on this 1st day of July, 2025, between the Public Schools of Calumet, Laurium & Keweenaw (hereinafter referred to as the "Employer") and the Michigan Education Support Personnel Association, Region 18-A Michigan Education Association, (hereinafter referred to as the "Association").

A. This Agreement incorporates the entire understanding of the parties on all issues which were or could have been the subject of negotiation. During the term of this Agreement neither party will be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

B. This Agreement supersedes and cancels all previous agreements, verbal or written, or based on alleged practices, between the parties. Any amendment, or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.

ARTICLE 1

RECOGNITION

Pursuant to and in accordance with all applicable provisions as defined in Section II of Michigan Employment Relations Acts, as amended, the Employer does hereby recognize the Association as the exclusive representative for the purpose of collective bargaining with respect to rates of pay, wages, hours and other conditions of employment for the term of this Agreement for all full-time and regular part-time paraprofessionals (including Title I paraprofessionals, hot lunch paraprofessionals, library paraprofessionals, elementary paraprofessionals, L.D. paraprofessionals and special education paraprofessionals), building clerks, and assistant librarian. Excluding all managers, supervisors, confidential employees, building secretaries, and all others.

ARTICLE 2

DEFINITIONS

The term "Association Member(s)" as used in this Agreement shall mean a regular employee or regular employees within the bargaining unit represented by the Association, except for temporary and part-time employees who are excluded from the bargaining unit.

The term "temporary employee" as used in this Agreement shall mean an employee whose employment is either full or part-time but limited in duration to not more than ninety (90) days of work or is established for (1) a specific project, (2) the purpose of relieving regular staff members who are absent due to illness, leave of absence or vacation, or, (3) augmenting the regular staff to meet the requirements of the system. The administration will inform Association the status of all new employees.

The term "part-time employee" shall mean an employee scheduled to work not more than twenty (20) hours per week regularly as a paraprofessional or clerk. The twenty (20) hours may be increased by 25% if mutually agreed upon by management and Association to meet the needs of the district for a limited time period.

The employer agrees to keep part-time employment at minimum.

The term "regular employee" shall mean an employee who fills an established position and who is not a probationary or temporary replacement, the position being scheduled by the employer to continue indefinitely.

ARTICLE 3

MANAGEMENT RIGHTS

A. It is expressly agreed that all rights which vest in and have been exercised by the Board of Education, except as provided in this Agreement, shall continue to vest exclusively in and be exercised exclusively by the Board. Such rights shall include by way of illustration and not by way of limitation, the right to:

1. Manage the school's business, the equipment and operations, and to direct the working forces.

2. Continue its rights and past practice of assignment, direction and scheduling of work of all of its personnel, but not in conflict with the specific provisions of this Agreement.

3. To determine the services, supplies and equipment necessary to continue its operations and to determine the methods, schedule and standards of operation, the means, methods and processes of carrying on the work, including automation thereof or changes therein and the institution of new and/or improved methods or changes therein.

4. The right to direct the working forces, including the right to hire, promote, transfer, discharge employees and to determine the size of the work force.

5. Determine the qualifications of employees.

6. Determine the number and location or relocation of its facilities, including establishment or relocation of new schools, buildings, departments, divisions or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities.

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

8. Determine the financial policies, including all accounting procedures.

9. Determine the size of the management organization, its functions, authority and organizational structure, provided that the employer shall not abridge any rights from employees as specifically provided for in this Agreement.

10. Determine policy affecting the selection of employees, providing that such selection shall be based upon lawful criteria.

11. To adopt reasonable rules and regulations.

12. Paraprofessionals must meet qualification requirements of the Michigan Department of Education.

ARTICLE 4

ASSOCIATION RIGHTS

A. The Association shall have the right to use the school facilities and equipment at reasonable times when such facilities and equipment are not otherwise in use. The Association shall pay the cost of all material and supplies.

B. Duly authorized representatives of the Association and its respective affiliates shall be permitted to transact official Association business on Board property at all reasonable times, provided that this shall not interfere with or interrupt normal operations.

C. The Board agrees to furnish to the Association, in response to reasonable requests, information concerning the financial resources of the school, together with information which may be necessary for the Association to process any grievance or complaint. Reasonable time must be allowed to supply such information.

D. Bulletin boards and other established media of communication shall be made available to the Association and its members.

E. The Association will be credited with five (5) days per year for the purpose of conducting Association business.

ARTICLE 5

EMPLOYEE RIGHTS

A. The Board agrees that an employee shall have the right to organize, join and support the Association for the purposes of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection and that the Board will not discriminate against the employee by reason of his/her membership or participation in any activities of the Association or by the filing of any grievance or complaint with respect to the terms or conditions of employment.

B. Employees shall be entitled to full rights of citizenship, and no religious or political activities of the employee, or lack thereof, shall be grounds for discipline or discrimination with respect to the employment of such employee.

C. The provisions of this Agreement and the wages, hours, terms and conditions of employment shall be applied without regard to race, creed, religion, color, national origin, age, sex, or marital status or membership in or association with the activities of the employee organization.

D. The Board of Education will agree to pay a successfully passed certification test for Association members as required by the Michigan Department of Education.

E. The Board of Education will agree to provide a copy of the current collective bargaining agreement to current employees no later than thirty (30) calendar days after ratification. New employees will receive a copy of the current collective bargaining agreement within five (5) working days of employment.

ARTICLE 6

WORKING CONDITIONS

A. Bargaining unit members shall not be required to work under unsafe or hazardous conditions or to perform duties which endanger their health, safety, or well-being.

B. The employer shall provide adequate rest areas, lounges, and restrooms for bargaining unit members.

C. The employer shall support and assist bargaining unit members with respect to the maintenance and control and discipline of students in the bargaining unit member's work area.

D. With administrative approval, the District agrees to provide work related professional development for bargaining unit employees during district-wide and/or building-wide professional development days. The Bargaining Unit agrees to provide a list of appropriate topics for professional development.

ARTICLE 7

EMPLOYEE EVALUATION

A. All observations of the work performance of an employee shall be conducted openly.

B. Observations of employees shall be done by an appropriate supervisor.

1. An observational and evaluation report shall be completed and submitted for probationary employees and at least once every two years for non-probationary employees.

2. The report shall be discussed in full with the employees and a copy of the report shall be signed by the employee observed and evaluated. The signature shall not mean agreement with the evaluation but shall indicate that the employee has read and discussed the observation with the supervisor.

3. or In the event that the employee feels that the evaluation was incomplete unjust the employee may put his/her objections in writing and have them attached to the evaluation report to be placed in his/her file.

C. Employee evaluation shall be based on the following criteria:

1. Knowledge of and the ability to perform the job requirements.

2. Ability to establish rapport and a positive working relationship with students, administrators, teachers, and visitors to the school.

3. Mental and physical ability to perform the employees' responsibilities.

D. Adverse evaluations and administrative comments concerning recommendations and employee performance improvement are not subject to the grievance procedure.

ARTICLE 8

MAINTENANCE OF STANDARDS

The duties of any Association member or the responsibility of any position in the bargaining unit will not be increased or transferred to persons not covered by this Agreement without prior negotiations with the Association.

ARTICLE 9

GRIEVANCE PROCEDURE

A. Definitions

1. A "grievance" is defined as an alleged violation, misapplication or misinterpretation of the expressed terms and conditions of this contract.

2. An "aggrieved person" is the person or persons making the claim.

3. A "party in interest" is the person or persons making the claim and any person who might be required to take-action or against whom action might be taken in order to resolve the claim.

4. A "working day" is a day when the Superintendent's Office is open for business and school is in session.

B. Purpose

1. The purpose of this procedure is to secure, at the lowest possible supervisory level, equitable solutions to grievances which may from time to time arise. Both parties agree that these procedures will be kept informal and confidential as may be appropriate at any level of the procedure.

2. Nothing contained herein will be construed as limiting the right of any employee having a grievance to discuss the matter informally with his/her immediate supervisor and having the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement and the Association Representative is provided the opportunity to be present at the time of adjustment.

C. Procedure

Since it is important the grievances be processed as rapidly as possible, the number of days indicated at each level should be considered a maximum and every effort should be made to expedite the process. If appropriate action is not taken within the time limit specified, the grievance will be deemed settled on the basis of the disposition at the preceding level. The time limits specified may, however, be extended by mutual agreement.

1. Level One

   a. An employee with a grievance will within ten (10) working days after its alleged occurrence or the discovery thereof discuss it verbally with his/her supervisor or, in the absence of his/her supervisor, at the next supervisory level either directly or through the Association Representative, with the objective of resolving the matter informally.

   b. If the employee is not satisfied with the oral discussions, he/she may file the grievance in writing with his/her Association Representative within five (5) working days after the oral discussion. The Association Representative will then file the grievance with the principal on the Grievance Report Form within ten (10) working days, at which point the grievance becomes formal.

2. Level Two

   a. If the aggrieved person is not satisfied with the disposition of his/her grievance at Level One, the Association Representative will refer the grievance to the Superintendent of Schools within ten (10) working days after the presentation of the formal grievance.

   b. Within five (5) work days after receipt of the written grievance by the Superintendent, the Superintendent or his/her designee may meet with the aggrieved person and his/her Association Representative in an effort to resolve it.

   c. If an employee does not file a grievance in writing with the Association Representative and the written grievance is not forwarded to the Superintendent within thirty (30) work days after the employee knew of the act or condition on which the grievance is based, then the grievance is considered as waived.

3. Level Three

   If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Two, or if no decision has been rendered within five (5) work days after the grievance was received by the Superintendent, or if no meeting has been held, he/she may file the grievance in writing with the Association Representative within five (5) work days or fifteen (15) work

days after he/she has first met with the Superintendent, whichever is sooner. Within five (5) work days after receiving the grievance the Association Representative will refer it to the Board or its designee. Within ten (10) work days after receiving the written grievance, a committee of the Board and their representative will meet with the Association Grievance Committee person and the Unit Chairman for the purpose of resolving the grievance. The ultimate decision on the grievance at Level Three will, however, be rendered by the full Board. The aggrieved person may choose whether or not he/she desires to be present at the Board hearing level.

4. Level Four

An aggrieved person shall not have the right to process a grievance at Level Four. In the event the Association wishes to carry the grievance further it shall within thirty (30) working days from the date of the employer's last answer of Step 3 meet with the Employer for the purpose of attempting to select an arbitrator. In the event they cannot agree on an arbitrator within five (5) work days from the meeting called for that purpose, then an arbitrator shall be selected from a list of five (5) submitted by the American Arbitration Association. Both the employer and the Association shall have the right to strike two (2) names from the panel. The party requesting arbitration shall strike the first name, and the other party shall then strike one name, and the process will be repeated. The remaining person shall be the arbitrator.

The arbitrator so selected will confer with the parties and hold hearings promptly and will issue his decision not later than thirty (30) working days from the date of the close of the hearing.

The arbitrator's decision shall be in writing and will set forth his findings of fact reasoning and conclusions on the issues submitted.

The arbitrator shall have no power to alter, modify, add to, or subtract from the provisions of this agreement.

His authority shall be limited to deciding whether a specific article and section of this agreement has been violated.

The decision of the arbitrator, if within the scope of his authority as above set forth, shall be final and binding.

The arbitrator's fee and other expenses of arbitration shall be divided

equally between the parties. Each party shall bear his/her own expense in connection therewith.

D. Rights of Employees to Representation

1. No reprisals of any kind will be taken by either party as a result of having participated in the grievance procedure.

2. Any party in interest may be represented at all stages of the grievance procedure by a person of his/her own choice.

E. Miscellaneous

1. In the event that any Association Representative or officer is a party in interest to any grievance, said representative shall disqualify himself or herself and a substitute will be named by the Association.

2. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations and other necessary documents will be filed on approved forms and given appropriate distribution to the Association Representative.

ARTICLE 10

PERSONNEL FILES AND EMPLOYEE COMPETENCE

A. An Association member shall have the right to review the contents of all records as required by law and to have an Association representative present at such review.

B. No material originating after the initial employment shall be placed in an Association member's personnel record unless the employee has had an opportunity to review said material. The Association member may submit a written notation regarding the material and the same shall be attached to the material in question. If the bargaining unit member believes the material placed, or to be placed, in the employee's file is inappropriate or in error, the employee may receive an adjustment, provided cause is shown. If an Association member is requested to sign the material to be placed in the employee's file, such signature shall not be interpreted to mean agreement with the material's content.

C. An Association member shall be notified, in advance, in writing, of the purpose of a meeting where an unsatisfactory rating and/or disciplinary action is contemplated and shall be entitled to have any Association Representative(s) present.

ARTICLE 11

DISCHARGE AND DISCIPLINE

The Board may adopt written rules and regulations not in conflict with the terms of this Agreement concerning the discipline of employees; but no employee shall be disciplined, including reprimand, suspension with or without pay, demotion or discharge, without just cause.

Notice of discharge or discipline. The employer agrees promptly upon the discharge of discipline of an employee to notify in writing the Association Representative in the district of the discharge or discipline.

The discharged or disciplined employee will be allowed to discuss his/her discharge or discipline with the Association Representative of the district and the employer will make available an area where he/she may do so before he/she is required to leave the property of the Employer. Upon request, the employer or his designated representative, will discuss the discharge or discipline with the employee and the Association Representative.

Appeal of Discharge or Discipline. Should the discharged or disciplined employee or the Association Representative consider the discharge to be improper, a complaint shall be presented in writing through the Association Representative to the employer within five (5) regularly scheduled work days of the discharge or discipline. The Superintendent will review the discharge or discipline and give its answer within five (5) regularly scheduled work days after receiving the complaint. If the decision is not satisfactory to the Association, the matter shall be referred to the Level Three grievance procedure.

ARTICLE 12

SENIORITY

The Employer and the Association hereby accept the concept of seniority or length of service. It is agreed that length of service means the period of employment with the Employer beginning with the latest date of hiring.

A. Seniority Lists

1. The seniority list on the effective date of this Agreement will show the names, job titles and hiring date of all employees of the bargaining unit entitled to seniority and shall also include a listing of the probationary employees, even though they do not have seniority.

2. Seniority shall not be affected by race, sex, age, marital status, or dependents of the employee.

3. Seniority will commence for a regular employee from date of original employment on a probationary status.

B. Loss of Seniority

An employee shall lose his/her seniority and status as an employee if:

1. He/she resigns.

2. He/she retires.

3. If discharged and the discharge is not reversed through the grievance procedure.

4. He/she is absent for two (2) consecutive working days without notifying the employer except when the failure to notify is due to circumstances beyond the control of the employee.

5. He/she does not return to work within five (5) work days when recalled from layoff except when failure to return is due to circumstances beyond the control of the employee.

6. He/she fails to return from sick leave or a leave of absence within five (5) working days after termination of his/her leave, excepting when

failure to return is due to circumstances beyond the control of the employee.

C. Accumulation of Seniority.

Association members who are employed during the school year shall receive seniority credit on a pro-rata basis according to that fractional part of the school year they work.

D. Probationary Employees

An employee is a probationary employee for his/her first one hundred twenty (120) calendar days of work. The one hundred twenty (120) calendar day probationary period should be accumulated within not more than one (1) year. Upon satisfactory completion of the probationary period, the employee should be credited with one hundred twenty (120) days length of service and it should be so entered on the seniority list.

The Association will represent probationary employees for the purpose of this Agreement, excepting that there shall be no seniority among probationary employees and their retention as employees will be strictly within the discretion of the employer.

E. Seniority
Employees with the same seniority date shall determine seniority position by a lottery or chance system.

F. Seniority for Association members employed in the 2003-04 is based upon the seniority list dated December 9, 2003. Seniority credit for employees hired after this date shall be based on an accumulation of time worked. Employees shall receive seniority credit on a pro-ratio basis according to that fractional part of the school year they work. For seniority purposes only, full time employment is based upon a twenty (20) hour work week.

ARTICLE 13

LAYOFF PROCEDURE

When employees are laid off, the following procedure applies:

A. If one or more positions are to be reduced, the Superintendent shall first identify the position(s) impacted by the reduction. Among those employees who are qualified to support the remaining curriculum within the impacted academic levels, selection of an employee for layoff shall be based upon the employee's effectiveness score. Those employees within the above group with the highest effectiveness scores will be retained and the employees with the lowest effectiveness scores will be laid off.

B. If all else is equal, employees with the least seniority shall be removed first, provided that those remaining are reasonable qualified to do the work which is available.

C. Employees to be laid off for an indefinite period of time will have at least fourteen (14) calendar days notification of layoff. The employer will notify the Association of such layoff on the same date that he/she notified the employee.

D. When the employer fills a vacancy, employees who are reasonably qualified to do the work and who have been released from their employment within two (2) years shall be rehired in accordance with their seniority rights.

E. When an employee's job is eliminated (layoff), the employee if qualified, shall be able to bump into any position held by an employee with less seniority. Once an employee has received written notification of a job elimination (layoff), they shall notify the administration of the bump within five (5) work days.

ARTICLE 14

RECALL PROCEDURE

When employees are recalled from layoff, the employees with the greatest seniority shall be recalled in order of length of service (seniority) provided they are reasonably qualified to do the work that is available. Notice of recall shall be limited to two (2) years and should be sent to the employee at his/her last known address by registered mail. An employee will be given ten (10) working days' notice of recall and failure to return to work shall be considered a voluntary resignation. Failure to return to work within ten (10) days of notice of recall shall be waived if the employee can demonstrate that an emergency situation prevented his/her return such as for reasons of health, hospitalization or child care.

For the purpose of layoff and recall procedures "reasonably qualified to do the work" means that the employee can perform the work in question in the classification.

ARTICLE 15

HOURS OF WORK

A. The normal hours of work for bargaining unit members shall be as follows:

1. Clerks: The normal work week for school clerks shall be forty (40) hours per week, eight (8) hours per day, Monday through Friday, including two (2) fifteen (15) minute relief periods, also including a duty free, half-hour lunch period. If a clerk works beyond an 8-hour work day, the hours over 8 could be eligible for comp time.

2. Paraprofessionals: The normal work week for paraprofessionals shall be as scheduled by the Administration. Paraprofessionals working a minimum of thirty (30) hours per week shall be entitled to two (2) relief periods not to exceed in total the sum of thirty (30) minutes and shall also receive a (30) minute lunch break. Administration reserves the right to establish lunch hours and relief periods convenient to its operation.

3. Overtime: Time and one-half will be paid for all hours over eight (8) in any one day, or forty (40) in any one week. Overtime hours shall not be pyramided.

4. Call-Out: An employee reporting for emergency duty or called out at the employer's request for work for which he/she had not been notified in advance and which is outside of and not in continuance with his/her regular work period shall be assured at least two (2) hours of pay.

5. When an act of God, or an employer directive, forces the closing of a school or other facility of the Employer, employees will be paid for six (6) of these days per school year. Employees have the option to utilize sick leave or personal leave for any additional snow days. Employees may report to work on the remaining snow days. On early dismissal and late start days, employees covered by this Agreement will be paid for a normal school day.

B. When a work schedule is established for a paraprofessional need, an effort will be made to notify the employees two (2) weeks prior to the start of school, unless an unforeseeable situation occurs.

ARTICLE 16

TRANSFERS

If an employee is transferred to a position under the employer not included in the unit and is thereafter transferred again to a position within the unit, he/she shall have accumulated seniority while working in the position to which he/she was transferred. Employees transferred under the above circumstances shall retain all rights accrued for the purpose of any benefits provided for in this Agreement. If an employee voluntarily applies for and is placed in a position under the employer not included in the unit, he/she shall not accumulate Association seniority while working in said position to which he/she voluntarily transfers.

Association members who are required to work in a higher classification shall be paid at the rate of the higher classification, except on an emergency basis where time involved is less than four (4) hours.

In the event of a transfer, the Board agrees to confer with the employee being transferred and to discuss any alternatives available.

ARTICLE 17

VACANCIES

Job assignments within the classifications of the bargaining unit should be made on the basis of seniority providing the employee with the most seniority is reasonably qualified to do the work.

For the purpose of assignments "reasonably qualified" means that the employee can perform the work in question.

Job vacancies will be posted for a period of seven (7) calendar days during the summer and seven (7) school days during the school year. The senior employee applying for the vacancy and who is reasonably qualified shall be given an opportunity for a two (2) week trial period, during which appropriate training will be provided to determine: 1) his/her desire to remain on the job, and 2) his/her ability to perform the job during the trial period. If during the two (2) week trial period the employee is unsatisfactory in the new classification, he/she shall revert to his/her former classification, and notice and reason shall be submitted to the Association in writing by the employer with a copy to the employee.

During the trial period, Employees shall receive the rate of the classification to which they have been assigned.

ARTICLE 18

LEAVES OF ABSENCE

Leaves of absence up to three (3) calendar months without pay may be granted in cases of need without loss of acquired seniority. Leaves may be granted for such reasons as settlement of an estate, personal injury or disability, serious illness of a member of the immediate family, temporary termination of the employees' work or an extended trip, but not for the purpose of obtaining employment elsewhere or for self employment. Leaves of absence for such cases as listed above may be extended for additional periods, but the total leave time should not exceed one (1) year.

A. Military training leaves regarding full time employees who belong to the National Guard, Reserves or similar military organizations will be allowed up to fifteen (15) days leave of absence without pay when ordered to active duty for training. The employer agrees to make every effort to have this leave coincide with the employees' accumulated vacation time.

B. A military leave of absence shall be granted to any employee who is inducted. Similar leave should be granted to an employee who enlists for military duty in any branch of the Armed Forces during a period of military conflict.

C. An employee who loses time from work during his/her regularly scheduled hours because of having been subpoenaed to testify or to serve on a jury, will be paid the difference between the subpoena pay or pay for jury duty and his/her regular pay if his/her reimbursement from the court is less. An employee temporarily excused from attendance in court shall report to work during this period, if reasonably convenient.

D. Members of the Association elected to local Association positions or selected by the Association to do work which takes them from their employment with the employer shall, at the written request of the Association, receive temporary leaves of absence without pay for periods not to exceed two (2) years or the term of office, whichever may be shorter.

E. All applications for leaves of absence must be made in writing presented to the Superintendent of Schools.

F. An employee who has requested and received an approved leave of absence of thirty (30) calendar days or less shall upon return from such leave be given his/her former job or a job of like status in pay if the original job has been

eliminated. An employee returning to work with an approved leave of absence of more than thirty (30) calendar days, should be given his/her former job or a job of like status in pay, unless the employer's circumstances have so changed to make it unreasonable to do so. In such event, he or she should be placed at the top of the layoff list or moved into a position consistent with his or her rank in seniority and qualifications as is established in Article 13, subparagraph A.

G. Employees shall not be required to report to work or work on those days and time periods when school is closed for health or safety reasons. Employees shall be required to work on days or parts thereof rescheduled as a result of the school district's compliance with state requirements.

ARTICLE 19

SICK LEAVE

A. A sick leave allowance is hereby provided for absence from work caused by illness or physical disability of the employee. A sick leave of one (1) day will be allowed for each calendar month in which he/she renders service to the system, not to exceed twelve (12) per year during the period of July 1 through June 30. The employee shall be permitted to accumulate a maximum sick leave bank of one hundred eighty (180) days.

B. An employee sustaining injury or occupational disease arising out of and in the course of any employment shall be continued on the payroll; provided, that where he/she received income under the Worker's Compensation Act, such income shall be supplemented by the Board of Education with an amount sufficient to maintain his/her regular salary or wage for a period not to exceed the number of days in his/her sick leave accumulation.

C. In the event of absence of an employee for illness in excess of three (3) consecutive working days, the Board may, at its expense, require an examination by an independent physician. Upon request, each employee absent for five (5) consecutive working days agrees to present a certificate from his/her personal physician testifying to the satisfactory condition of his/her health at his/her own expense.

D. Employees whose service to the system is interrupted for any period beyond an approved leave shall forfeit any accumulations under this article.

E. The Board reserves the right to limit an employee to her current sick leave allowance if she sustains an injury outside of school hours.

F. An employee who is unable to work because of personal illness or disability and who has exhausted all sick leave available shall be granted a leave of absence for the remainder of the year without pay, and such leave may be renewed in succeeding years by the Board of Education upon written request.

G. The employee agrees to notify her immediate supervisor that he/she intends to be absent from work because of illness as early as possible, and not later than 7:00 a.m., if known.

H. Any employee who, by willful misinterpretation violates or misuses these sick

leave provisions or misrepresents any statement or condition under said provisions, shall be subject to disciplinary action.

I. Current sick leave allowances will not be added to a person's accumulation during an approved leave. Further, all leave accumulations under this or any other article are forfeited by the departure of the employee from the system other than for an approved leave.

J. An employee may use ten (10) days for illness of spouse, children or parents. The superintendent, upon request, may grant additional days. The above leave will be limited to ten (10) days per year, and will be chargeable to the employee's accumulated sick leave. The superintendent, upon request, may require a statement from the attending physician to indicate the serious nature of the illness or injury. This also includes dental appointments for children which are of an emergency nature.

K. An employee suffering a loss of pay as a result of having less accumulated sick leave than the length of his/her illness will be reimbursed at the end of the school year for such loss as his/her sick leave allowance accumulates; subject to the limitation that the right to such reimbursement terminates at the close of each school year.

L. In recognition of service to the school district, a retirement payment of ten ($10) per day of unused accumulated sick leave to a total of ninety (90) days, fifteen ($15) dollars per day of unused accumulated sick leave for ninety-one (91) through one hundred and twenty (120) days, and twenty ($20) dollars per day of unused accumulated sick leave for one hundred Twenty-one (121) days through one hundred sixty-five (165) days shall be paid to an employee upon his/her retirement provided the employee shall have been employed in the school district at least ten (10) years.

M. A sick leave bank may be established by the bargaining unit members from their accumulation of unused sick days. The sick leave pool shall not exceed an accumulation of fifty (50) days. The pool shall be created by a voluntary contribution of sick days from a member's accumulated sick leave bank.

The pool of unused sick leave days generated by this process shall be administered by a committee composed of two (2) members of the Association and two (2) members of the Administration. The use of pool sick leave days shall be limited to major events and shall not be used for maternity leave or child care purposes unless associated with a health care problem. Sick leave pool days cannot be used for retirement purposes.

Upon depletion of his or her personal sick days, any bargaining unit member may make a written application to the committee to utilize sick leave pool days. Reports on the status of this sick leave pool, including the number of days remaining, will be provided to the Association upon request.

N. Sick leave can only be accessed during days an employee is scheduled to work.

ARTICLE 20

FUNERAL LEAVE

In general, not more than three (3) days leave shall be granted for death in the immediate family, unless extensive travel is required. The time limitations described in this paragraph may be waived for death involving the teacher's spouse or children. Immediate family shall include the teacher's spouse, children, grandchildren, or foster children, parents, parents-in-law, brothers, sisters, sister-in-law, brother-in-law, grandparents, grandparents' in-law, or anyone living under the same roof. Any unusual extenuating circumstances may be given consideration upon written request offered to the Board. One (1) of the three (3) funeral leave days may be used for a non-immediate family member.

Granting additional days shall not be deemed precedent setting. The denial of additional days is not subject to the grievance procedure.

ARTICLE 21

PERSONAL LEAVE

A. All full-time employees shall be entitled to a personal leave of two (2) days per year to be used at the employee's discretion.

B. Requests for personal leave shall be in writing and be submitted at least one (1) week in advance except in cases of emergency.

C. If an employee violates the personal leave policy, he/she will forfeit that day's salary.

D. The leave days used shall not be charged against sick leave.

E. Employees will be able to accumulate up to four (4) personal leave days. Any unused personal leave days above four (4) days shall be credited to accumulated sick leave at the end of each school year.

F. This leave shall be used only in situations of urgency for the purpose of conducting personal business which is impossible to transact on the weekend or during normal working hours. Personal leave shall not be used to extend school holidays unless approved by the superintendent. An additional day may be granted for purposes of attending a funeral of an individual not covered by the funeral provisions of this contract.

G. Any employee who by willful misrepresentation, violates or misuses this policy or misrepresents any statement or condition under said policy, shall forfeit any current leave or accumulations under any leave policy in effect in the system for a period of twelve (12) calendar months, unless reinstated sooner by the Board.

H. The above provisions entitling an employee to personal leave do not apply during the first week of school, during the week of examinations at the end of the first semester and during the last five (5) school days of the year, unless an emergency exists and the emergency is made known and carefully explained to the Board. In the event a difference of opinion exists as to the extent and seriousness of the emergency, there will be named a committee of two (2) persons from the Association and two (2) persons representing the Board who will meet to assist in making the determination.

I. Personal leave allowance can only be accessed during days an employee is scheduled to work.

ARTICLE 22

HOLIDAYS

A. Paid holidays are designated as Memorial Day, Labor Day, Thanksgiving, Christmas, New Years Day, Good Friday, the Friday after Thanksgiving, Christmas Eve if school is not in session, New Year's Eve and Easter Monday or the first day of spring break if school is in session on Easter Monday.

B. When a holiday falls on Saturday, Friday shall be considered the holiday. When a holiday falls on Sunday, Monday shall be considered the holiday.

ARTICLE 23

INSURANCE BENEFITS

The employer shall pay the following annual amounts towards the total cost of the MESSA Medical plans available to members inclusive of medical premium and "Health Equity" (HEQ) Health Savings Account (HSA) funding described below for each medical benefit plan coverage year.

For January 1, 2025 to December 31, 2025, the Board of Education shall pay towards the premium for Major Medical Health coverage the current maximum hard-cap permissible by law, which is $643.19/month or $7,718.26/year – single; $1,345.11/month or $16,141.28/year – individual and spouse; $1,754.15/month or $21,049.85/year-family.

For January 1, 2026 to December 31, 2026, the Board of Education shall pay towards the premium for Major Medical Health coverage the current maximum hard-cap permissible by law, which is $661.85/month or $7,942.09/year – single; $1,384.12/month or $16,609.38/year – individual and spouse; $1,805.03/month or $21,660.30/year-family.

The employer shall pay the following annual amounts towards the total cost of the MESSA Medical plans available to members inclusive of medical premium and "Health Equity" (HEQ) Health Savings Account (HSA) funding described below for each medical benefit plan coverage year.

These annual-employer paid amounts shall adjust annually at the beginning of each medical benefit plan coverage year, to the maximum payment permitted by Section 3 of the Publicly Funded Health Insurance Contribution Act.

Employees who enroll in a Choices medical plan shall have all of the employer Hard Cap contribution paid towards the MESSA medical plan premium.

The employee's premium contribution will be payroll deducted, in equal bi-weekly amounts from the employee's first two paychecks per month through a qualified Section 125 Plan and, as such, will not be subject to withholding. The employer's "qualified Section1 25 Plan" shall include any and all of the provisions necessary for pre-tax contributions to employee's HSA accounts administered through HEQ.

Employees may contribute, through payroll deduction and electronic transfer, additional money towards their HEQ HSA up to the maximum amounts allowed

by Federal Law.

Option B (2025-26) – Employees electing not to take health insurance coverage, shall be provided with the option to elect the cash in lieu of $625.00 per month in qualified benefits and/or cash under Section 125 Cafeteria Plan.

Effective immediately, any employee who currently receives Option A may continue to do so through the term of this contract. Any employee who currently receives Option B will continue in that program through the term of this contract, unless changes in his/her personal circumstances make other health care coverage unavailable to him/her.

It is further understood that all members of the bargaining unit may participate in any of the insurance plans available to the district at their own expense providing the carrier allows such participation.

Dental Insurance - The Board of Education agrees to pay the premium for Delta Dental coverage (90-80-80) $2000 annual maximum, 80% Orthodontics with $2500 lifetime maximum for all eligible employees and their eligible dependents.

Vision Insurance - The Board of Education shall pay the premium for VSP-3+ vision care for all eligible employees and their eligible dependents.

Life Insurance - The employer shall pay the premium without cost to all eligible employees a term life insurance protection in the amount of $20,000 that shall be paid to the employee's designated beneficiary. In the event of accidental death, the insurance shall pay double the specified amount; in the event of accidental dismemberment, the insurance shall pay according to the schedule. If the employee becomes totally disabled from any cause before reaching age 60, the life insurance provided according to the schedule will be continued for the duration of his/her total disability without payment of further premiums, regardless as to whether or not the carrier is still in force. If the employee dies before the total disability ceases, the face amount of the life insurance in force, as determined by the schedule, shall be payable to his/her beneficiary.

Regular employees working less than 30 hours per week will be eligible for a pro-rated portion of the benefits set forth in this article.

ARTICLE 24

WAGES

Building Clerks	2025-26	2026-27
0-1st year of employment	$ 16.26	$ 16.83
2nd year of employment	$ 16.98	$ 17.58
3rd year of employment	$ 17.36	$ 17.96
4th-5th years of employment	$ 18.00	$ 18.63
6th-7th years of employment	$ 18.31	$ 18.95
8+ years of employment	$ 18.56	$ 19.21
Building Paraprofessionals		
0-1st year of employment	$ 16.26	$ 16.83
2nd year of employment	$ 16.98	$ 17.58
3rd year of employment	$ 17.36	$ 17.96
4th-5th years of employment	$ 18.00	$ 18.63
6th-7th years of employment	$ 18.31	$ 18.95
8+ years of employment	$ 18.56	$ 19.21

A paraprofessional who has successfully completed the Instructional Support Professional (Paraprofessional) Certification requirements and/or the Elementary and Secondary Education Act requirements for paraprofessionals shall be paid an hourly premium of $.25 per hour in addition to their normal rate, for all hours paid as a paraprofessional.

A paraprofessional who holds a Bachelor's degree shall be paid an additional $1.00 per hour.

Certification and education credits are non-cumulative.

Longevity

Longevity based on service within the Public Schools of Calumet, Laurium & Keweenaw shall be paid as follows:

$.60 per hour for employees with ten (10) or more years of service, $.90 an hour for employees with 15 or more years of service, and $1.20 per hour for employees with 20 years or more of service. All payments are non-cumulative.

ARTICLE 25

YOUTH EMPLOYMENT AND STATE AND FEDERAL PROGRAMS

The Employer may use "Agency Workers" in limited circumstances. The term "Agency Worker" is defined as a person who participates in a program funded by the Federal Government and/or State of Michigan, or agent of the same. Agency Workers are not covered by the terms of this collective bargaining agreement, including Article 8.

Agency Workers shall not perform work that has been traditionally performed by the Association's bargaining unit members except to support, not replace, bargaining unit work in order to enrich and enhance educational opportunities within the Calumet, Laurium & Keweenaw Public Schools community. The parties further agree:

1. No bargaining unit member shall be reduced in hours as a direct result of utilizing Agency Workers
2. No bargaining unit member shall be laid off as a direct result of utilizing Agency Workers
3. No bargaining unit member shall have reduced duties and thereby be reassigned as a direct result of utilizing Agency Workers
4. No bargaining unit member shall be refused the right to recall as a direct result of utilizing Agency Workers

Agency Workers may be utilized in other limited circumstances provided there is a mutual written agreement between the Employer and the Association.

ARTICLE 26
DURATION OF AGREEMENT

The proposals of this Agreement will be in effect as of July 1, 2025 and will continue and remain in full force until August 31, 2027.

If either party desires to terminate this Agreement, it shall, at least sixty (60) days prior to the termination day, give written notice of termination. If neither party shall give notice of termination, this Agreement shall continue in full force and effect from year to year thereafter subject to notice of termination by either party on sixty (60) days written notice prior to the current year's termination.

IN WITNESS WHEREOF, the parties hereunto set their hands this 13th day of August, 2025.

PUBLIC SCHOOLS OF CALUMET, LAURIUM AND KEWEENAW BOARD OF EDUCATION

CALUMET EDUCATIONAL SUPPORT PERSONNEL

GRIEVANCE REPORT FORM
C-L-K MESPA

Submit to Supervisor in duplicate:

Building Assignment Name of Grievant Date Filed

LEVEL 1

A. Date cause of grievance occurred

B. 1. Statement of grievance

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2. Sections or subsections violated

---

3. Relief requested

Signature Date

C. Disposition of Supervisor

_____

_____

D. Position of Grievant and/or Union

_____

_____

_____

Signature Date

If additional space is needed in reporting Sections B1 and B2 of Level I, attach an additional sheet.

LEVEL II

A. Date received by Superintendent or Designee

_____

B. Disposition of Superintendent or Designee

_____

_____

_____

C. Position of Grievant and/or Union

_____

_____

_____
Signature Date

LEVEL III

A. Date received by Board of Education or Designee

_____

B. Disposition of Board

_____

_____

C. Position of Grievant and/or Union

_____

_____

_____
Signature Date

LEVEL IV

A. Date submitted to Arbitration

_____

B. Disposition and award of Arbitrator

_____

_____

NOTE: All provisions of Article _____ of the Agreement dated _____, 20___, WILL BE STRICTLY OBSERVED IN THE SETTLEMENT OF GRIEVANCES.