MASTER AGREEMENT

between

DOLLAR BAY-TAMARACK CITY AREA SCHOOLS BOARD OF EDUCATION

and the

DOLLAR BAY-TAMARACK CITY EDUCATIONAL SUPPORT PROFESSIONALS ASSOCIATION
COPPER COUNTRY EDUCATION ASSOCIATION

2025-2028
(2025-26, 2026-27, 2027-28)

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AGREEMENT

This Agreement is entered into, for the term provided in the Duration Article, by and between the Dollar Bay-Tamarack City Area Schools Board of Education, hereinafter called the "Board," the "Employer," or the "District" and the Dollar Bay-Tamarack City Educational Support Professionals Association, hereinafter called DB-TC ESP or "the Union".

ARTICLE 1: RECOGNITION

The Board hereby recognizes the Copper Country Education Association as the exclusive bargaining representative for the Dollar Bay-Tamarack City Educational Support Professionals Association, as defined in Section 11 of the Michigan Public Employment Relations Act MCL 423.201 et seq.; for all employees who are within the appropriate bargaining unit described and defined as:

Included:	Non-teaching employees.
Excluded:	Confidential employees and supervisors as defined in the Act.

ARTICLE 2: BOARD RIGHTS

The Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the law and constitution of the State of Michigan and/or the United States.

The Dollar Bay-Tamarack City Area Schools are a general powers school district in accordance with Public Act 289 of 1995, Public Act 451 of 1976, M.C.L. 380.1 la, as amended.

A. Such rights shall include, by way of illustration and not by way of limitation, the right to:

1. Manage and control its business, its equipment, and its operations and to direct the working forces and affairs of the school district.

2. Continue its rights, policies and practices of assignment and direction of its personnel, determine the number of personnel and scheduling of all the foregoing, but not in conflict with the specific provisions of this Agreement.

3. The right to direct the working forces, including the right to hire, promote, suspend and discharge employees, transfer employees, assign work or duties to employees, determine the size of the workforce, and to lay off employees.

4. Determine the services, supplies and equipment necessary to continue its operations and to determine all methods and means of distributing, disseminating, and/or selling its services, methods, schedules and standards of operation, the means, methods and processes of carrying on the work.

5. Adopt reasonable rules, policies and regulations.

6. Determine the number and location or relocation of its facilities, including the establishment or relocations of new schools, buildings, departments, divisions or sub-divisions thereof.

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

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

The exercise of these powers, rights, authorities, duties and responsibilities by the Board shall be limited only by the specific and expressed terms of this Agreement and then only to the extent such specific and expressed terms hereof are in accordance with state and federal laws. It is further understood that the above rights are not to be interpreted as abridging or conflicting with any specific provisions of this Agreement unless any provision or application of this Agreement prohibits the District from complying with State or Federal Laws.

B. The matters contained in this Agreement and/or the exercise of any such rights of the Board are not subject to further negotiations between the parties during the term of this Agreement. In the event any difference arises with regard to any matter contained in this article and such matter is referred to arbitration, the arbitrator shall determine whether or not the Board's action leading to such difference was protected by this article and, if so, shall deny the grievance.

C. It is understood by the parties that if bus drivers are added to the support staff, their working conditions will be subject to negotiation between the parties.

D. An emergency manager appointed under the Local Government and School District Fiscal Accountability Act may reject, modify, or terminate the collective bargaining agreement as provided within the local government and school district fiscal accountability act.

ARTICLE 3: UNION RIGHTS

A. The Union 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 Union shall pay the cost of all material and supplies.

B. Duly authorized representatives of the Union and its respective affiliates shall be permitted to transact official Union business on Board property at all reasonable times, provided that this does not interfere with or interrupt normal operations. Union work shall not be engaged in while the employee is clocked in, except during designated, scheduled break times.

C. The Board agrees to furnish to the Union, in response to reasonable requests, information concerning the financial resources of the school, together with information which may be necessary for the Union 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 Union and its members. An area for posting union-related announcements will be provided to the Union.

E. The Board of Education will post the current collective bargaining agreement on the school website.

ARTICLE 4: EMPLOYEE RIGHTS

A. Pursuant to the Michigan Public Employment Relations Act, as amended, the Employer hereby agrees that every bargaining unit member shall have the right to freely organize, join, and support the Union and to engage in lawful concerted activities for the purposes of collective bargaining or negotiations and other concerted activities for mutual aid and protection. As a duly elected body, exercising governmental power under color of law of the State of Michigan, the Employer undertakes and agrees that it will not directly, or indirectly, discourage or deprive or coerce any bargaining unit member in the enjoyment

of any rights conferred by PERA or other laws of Michigan, or the United States of America, or the Constitutions of Michigan and the United States of America; that it will not discriminate against any bargaining unit member with respect to hours, wages, or any terms or conditions of employment by reason of their membership in the Union; their institution of any grievance, complaint, or proceeding under this Agreement, or otherwise with respect to any terms or conditions of employment. No bargaining unit member shall be prevented from wearing insignia, pins, or other identification of membership in the Union at any time by the Employer.

B. Nothing contained within this Agreement shall be construed to deny or restrict any bargaining unit member rights they may have under the Michigan General School Laws or other applicable State or Federal laws or regulations. The rights granted to bargaining unit members hereunder shall be deemed to be in addition to those provided elsewhere.

C. The bargaining unit members shall be entitled to full rights of citizenship and no religious or political activities of any bargaining unit member or lack thereof shall be grounds for any discipline or discrimination with respect to the employment of such bargaining unit member. The private and personal life of any bargaining unit member is not within the appropriate concern or attention of the Employer unless it affects the job performance of the employee.

D. The Employer agrees that it will in no way discriminate against or between bargaining unit members covered by this Agreement because of their race, creed, religion, color, national origin or ancestry, age, sex, marital status, physical characteristics or handicap.

E. No employee shall be disciplined (including warnings, reprimands, suspensions, reduction in rank, discharged, or other actions of a disciplinary nature) without just cause. Any discipline shall be progressive in nature except in cases such as theft, possession of illegal substances, serious misconduct, and reckless disregard of self or others while on duty.

F. A bargaining unit member shall be entitled to have present a representative of the Union upon request during any meeting which will or may lead to disciplinary action by the Employer. When a request for such representation is made, no action shall be taken with respect to the bargaining unit member until such representative of the Union is present. Should disciplinary action be likely to occur at a given meeting, the bargaining

unit member shall be advised immediately of said possibility and be advised by the Employer of the right to representation under this provision of the Agreement.

G. A bargaining unit member will have the right to review the contents of all records of the Employer pertaining to said bargaining unit member originating after initial employment and to have a representative of the Union accompany them in such review. Other examination of a bargaining unit member's file shall be limited to qualified personnel and FOIA requests.

H. If complaint-related or disciplinary material is to be placed in an employee's file, s/he will be notified, and will have the opportunity to submit a written notation or reply regarding the complaint or disciplinary action.

ARTICLE 5: WORK HOURS

A. The normal daily and annual work hours for each position in the bargaining unit shall be as specified on the employee's job description.

B. Working Hours
    a. The normal workday shall consist of seven (7) or seven and a half (7.5) hours per day with the understanding that certain positions are hired for fewer than seven hours per day.
    b. Shifts of seven or more hours shall have a duty-free unpaid half-hour lunch break or a mutually agreed-upon one-hour lunch break.
    c. Employees scheduled for greater than four hours per day shall be entitled to one 15-minute break. Specific times of breaks, for those who want them, shall be arranged with the employee's supervisor(s).

C. The Employer and the Union recognize the following categories of employees:
    a. Nine-month employees: A work year that includes all student days, plus the scheduled inservice days prior to the start of school.
    b. Twelve-month employees: A work year that includes all student days, plus at least four scheduled days per week throughout the summer months.
    c. Intermediate year employees: A work year that includes 190-230 days worked (generally all student days, plus a variable schedule in the summer).
    d. Full-time: Employees working thirty-five (35) or more hours per week.
    e. Part-time: Employees working fewer than thirty-five (35) hours per week.

f. Probationary: An employee who is employed to fill a full-time or part-time position for a probationary period of ninety (90) workdays. Probationary employees may be terminated by the Employer at any time, with or without cause. Individual probationary periods may be extended by mutual agreement of the District and the Union. Upon successful completion of their probationary period, probationary employees will become regular full-time or regular part-time employees.

D. A minimum of two (2) hours shall be credited to an employee called in to school for an emergency situation. The employee shall only be required to deal with the emergency situation, even if less than two (2) hours is required.

E. Overtime shall be compensated in accordance with the Fair Labor Standards Act (FLSA).

F. No employee shall be permitted to work overtime without the prior, written approval of the administration.

ARTICLE 6: GENERAL WORKING CONDITIONS

A. The parties agree that employees should be entitled to work in a safe environment. Employees will be given proper safety equipment and instruction in regard to the operation of equipment and the handling and disposal of dangerous substances. Employees will be given adequate and appropriate supplies and equipment, in good repair, to perform their assigned duties. Employees are expected to take proper care of equipment and to report unsafe conditions or equipment to their supervisor.

B. 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.

C. Each employee shall be assigned to a supervisor. The employee will be notified of any change in supervisor. Where an immediate problem is identified, any supervisor has the authority to address the employee.

D. The Employer shall provide without cost to the employee the following:
   1. Approved first aid kits and materials in readily accessible areas, gloves, and appropriate training in the handling of blood, blood products and other bodily products.

2. Reimbursement for the cost of some licenses or the renewal of licenses required for the employee to perform his/her job or position, after 60 days of successful work have passed since the completion of the licensing process.

ARTICLE 7: SENIORITY

A. Seniority shall be defined as the length of continuous service in a regular bargaining unit position within the Dollar Bay-Tamarack City Area Schools from the employee's first day of work following their last date of hire. Layoff and board approved leave shall not be considered to be a break in continuous service (however, seniority will not accrue during the days of leave/layoff).

B. In determining an employee's initial placement on the seniority list, employees shall be granted one (1) year seniority for each year where regularly scheduled work was performed for the District during a given school year. Time served as a substitute shall not count. The initial list shall be compiled by the District and submitted to the Union for approval.

C. All employees shall accrue seniority on a yearly basis from the date of their initial employment.

D. Probationary employees 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 ninety (90) workdays. If a probationary employee is absent during the probationary period, the probationary period shall be extended until ninety (90) workdays for that employee are actually completed.

E. In the event more than one employee has the same first day of work, all other things being equal, the employee assigned the greater number of hours will be considered more senior.

F. Seniority shall not accrue while an employee is on an unpaid leave or laid off.

G. Seniority shall be lost by an employee upon termination for cause, resignation, retirement, or transfer to a non-bargaining unit position.

ARTICLE 8: VACANCIES, TRANSFERS AND PROMOTIONS

A. A vacancy shall be defined as a newly created position within the scope of the recognition clause or a present position that is not filled. Vacancies may be permanent or temporary.

B. All vacancies shall be shared with support staff by email. Postings shall contain the following information:
    1. Type of work
    2. Location of work
    3. Starting date
    4. Rate of pay
    5. Hours to be worked
    7. Minimum requirements as reflected in the job description

C. Interested employees may apply in writing to the Superintendent within the five (5) day posting period. If there are extenuating circumstances, both parties may agree to reduce the posting time frame. The Employer shall notify employees of vacancies occurring during the summer months (June, July, August) by sending notice to each employee by email.

D. Vacancies shall be filled with the most qualified applicant from within the bargaining unit. All things being equal among *qualified* staff applicants, the position will be offered to the more senior applicant. Should no bargaining unit member apply, or should no bargaining unit member be qualified, the vacancy shall then be filled from outside applicants.

E. In the event of promotion in or transfer from one classification to another, the employee shall be given a thirty (30) work day trial in which to show his/her ability to perform on the new job. If the employee is unable to demonstrate ability to perform the work required during the trial period or at the option of the affected employee, the employee shall be returned to his/her previous assignment.

F. A temporary vacancy shall be defined as any bargaining unit position that is vacant due to illness, leave, or other reason for more than thirty (30) calendar days.

G. The involuntary transfer of employees will only be effected for a reasonable cause. Employees shall not suffer a reduction in hours, reduction in pay, or loss of contractual benefits as a result of any such transfer.

ARTICLE 9: REDUCTION IN PERSONNEL, LAYOFF, AND RECALL

A. Layoff shall be defined as a necessary reduction in the workforce effectuated by the Employer.

B. No employee shall be laid off pursuant to a necessary reduction in the work force unless said employee shall have been notified of said layoff at least fourteen (14) calendar days prior to the effective date of the layoff.

C. In the event of a necessary reduction in workforce, the Employer shall first lay off probationary employees. If further layoffs are necessary, then the least senior employee in the affected classification shall be laid off. An employee whose position has been eliminated due to reduction in workforce or who has 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 employee.

D. A laid-off employee shall, upon application and at their option, be granted priority status on the substitute list according to their seniority. Laid off employees making proper application will be provided the option of purchasing COBRA (Consolidated Omnibus Budget Reconciliation Act) benefits.

E. If a reduction in the workforce is necessary, the Employer shall reduce a whole position and shall not spread the reduction of hours across several positions.

F. Laid-off employees shall be recalled in order of seniority, with the most senior being recalled first, to any position for which they are qualified. Any employee who has successfully served more than thirty (30) working days in a classification shall be deemed qualified for any position in that classification, or who within a reasonable amount of time could be trained to perform the work. Notices of recall shall be emailed to the employee or, if requested, 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 employee is to report back to work. It shall be the employee's responsibility to keep the Employer notified as to their current mailing address. A recalled employee 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 employee can report for work, providing the employee reports within the fifteen (15) day period. Employees recalled to full-time work for which they are qualified are obligated to take said work. An employee who declines recall to full-time work for which they are qualified shall forfeit their 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 employee was laid off shall not affect their rights to recall to an equivalent position.

G. In the event that there are extra hours of association work available, qualified association members will be offered the extra hours of work, not to exceed forty (40) per week.

ARTICLE 10: EXTERNALLY FUNDED/OTHER PROGRAMS

A. The parties agree that workers funded through State and Federal programs, either in whole or in part, shall not be used to displace, replace, reduce the hours of, or reduce the benefits of employees covered by this agreement.

B. Student workers are not to be hired or used to perform work which is regularly performed by members of the bargaining unit except on a supplemental basis, and such workers will not be used to reduce the work hours of bargaining unit members, nor to displace such members.

ARTICLE 11: PAID LEAVES

A. At the beginning of each contract year, 9-month employees shall be credited with ten (10) days of sick leave, intermediate year employees shall be credited with eleven (11) days of sick leave, and 12-month employees shall be credited with twelve (12) days of sick leave. A day shall be based on an employee's regular daily scheduled hours. Sick days may be requested for days school is in session and for regularly scheduled summer work days (never for weekends, school breaks, snow days, etc.). Sick leave days will accumulate to a maximum of one hundred eighty (180) days. When an employee has reached the maximum accumulated days allowable in this article, the Board shall pay at the end of each school year, $20.00 per day up to twelve (12) for each unused sick day beyond the maximum accumulation. An accounting of accumulated leave shall be included on the employee's pay stub.

B. Sick days may be used for the personal illness of the employee or the illness of a member of the employee's immediate family. The days may also be used for doctor and dental appointments for the employee or members of his/her immediate family that cannot be scheduled outside the normal workday. An association member absent from work because of mumps, scarlet fever, measles, chicken pox, whooping cough, or head lice shall suffer no diminution of compensation and shall not be charged with sick leave up to ten (10) consecutive school days of absence. A support staff member who tests positive for Covid and is therefore required to stay home from work will be issued the sick days that would cover their mandated quarantine period. The Board reserves the right to require an employee to obtain an appropriate health care provider's certificate as evidence of illness. If the employee's insurance coverage does not pay for the necessary charges to obtain such evidence, the Board will pay for such expense.

C. "Immediate family" for the purposes of this article, shall mean a biological, adopted or foster child, stepchild or legal ward, or a child to whom the employee stands in loco parentis; a biological parent, foster parent, stepparent, or adoptive parent or a legal guardian of the employee or the employee's spouse, or an individual who stood in loco parentis when the employee was a minor child; an individual to whom the employee is "legally married under the laws of any state;" a grandparent or grandchild; and a biological, foster, or adopted sibling.

D. Upon retirement or death, employees who have served the Dollar Bay-Tamarack City Area Schools for a minimum of ten (10) years shall be compensated at a rate of twenty dollars ($20) per day for each unused sick and personal day up to one hundred sixty (160) days. In the event of an employee's death, the compensation shall be forwarded to the designated beneficiary within sixty (60) calendar days.

E. Employees shall be credited with three (3) days to be used for the employee's personal business. An employee planning to use a personal leave day, or days, shall notify their supervisor at least forty-eight (48) hours in advance, except in cases of emergency. Personal days may be used by a support staff member in order to be paid for day(s) of winter or spring break or for snow days beyond the granted five. At the end of their work year, support staff members may have one unused personal day roll over to the next year. Any remaining unused personal days at the end of the work year will be credited to sick leave.

F. In the event of school closure/cancellation, support staff employees are expected to not report to work (with the exception of the head custodian, as conditions allow or

necessitate). Five days of paid time per year are granted, and shall be used in full-day increments, issued automatically to all employees on the occurrence of the first five full snow days when they are regularly scheduled to work.

G. Any employee called for jury duty, or who is required to testify during work hours at a local arbitration hearing shall be paid their full compensation and benefits for such time. Compensation received for jury duty shall be signed over to the District.

H. Granting of leaves associated with the Armed Forces Reserve or National Guard shall be in accordance with state and federal law.

I. In the event of death in the immediate family, the association member may take a maximum of five bereavement days per death. Up to five more days may be taken, counted against the association member's sick leave. "Immediate family" shall mean a biological, adopted, or foster child, stepchild or legal ward, or a child to whom the employee stands in loco parentis; a biological parent, foster parent, stepparent, or adoptive parent or a legal guardian of the employee or the employee's spouse, or an individual who stood in loco parentis when the employee was a minor child; an individual to whom the employee is "legally married under the laws of any state;" a grandparent or grandchild; and a biological, foster, or adopted sibling, or any other relative living under the same roof and wholly dependent upon the employee for support. The member will be allowed one (1) day to attend the funeral of a friend or relative.

J. Absence due to injury or illness incurred in the course of the employee's employment shall not be charged against the employee's sick leave days. However, at the employee's request, the Employer shall pay to such employee from the employee's accumulated sick leave the difference between their salary with all fringe benefits, and all benefits received under the Michigan Workers' Compensation Act until the employee's sick leave is exhausted. The salary differential paid by the Employer is not to be offset by or coordinated with Workers' Compensation benefits. Upon return from workers' compensation, the employee shall be guaranteed their former position. If the former position no longer exists, the employee shall exercise bumping rights in accordance with this contract.

K. An employee not normally scheduled to work in the summer who is asked to work shall be issued one sick day for every twenty (20) summer days worked.

L. A sick leave bank will be established by bargaining unit members from their accumulation of unused sick days. The sick leave pool shall not exceed an accumulation of 60 days. The pool shall be created by voluntary contributions from members' accumulated sick leave. Any bargaining unit member who desires to belong to the sick leave bank must contribute a minimum of one sick day to the sick leave bank within the first ten (10) days of school or first ten (10) days of employment. A one-time donation of one day is acceptable.

A committee composed of two members of the Association and two members of the Administration (or one administrator and one board member or designee) shall administer the pool of unused sick leave days generated by this process, when a request is received in writing. The use of pool sick leave days shall be limited to major catastrophes and shall not be used for maternity leave or childcare purposes unless associated with a health care problem. Sick leave pool days cannot be used for retirement purposes and the granting or denial of the use of sick leave pool days shall not be subject to the grievance procedure.

If the sick leave bank is depleted, the Association membership shall be provided with an opportunity to replenish the bank by an agreed-upon voluntary contribution of association member's accumulated sick leave. An individual member may not draw more than 60 days from the bank during a given school year.

Upon depletion of his or her personal sick days, personal days, and FMLA Leave, a 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.

M. The district and the employee will follow FMLA guidelines.

ARTICLE 12: UNPAID LEAVES

A. Leaves of absence without pay for up to two (2) years in duration may, at the Board's discretion, be granted to employees upon written request. A request for a leave of absence shall include the reason for the leave, along with anticipated beginning and ending dates of the leave.

B. A bargaining unit member returning from a leave of absence shall be reinstated to the same position they held when the leave began. If the position is eliminated, said employee may elect to utilize their rights as outlined in the Article 9.

C. An extension past the two (2) years may be granted by the Board, upon written request of the employee. The request shall include the reason for the extension and the anticipated date of return.

D. Unpaid leaves of absence may be taken for the following purposes:
    1. Uniformed Services: A Uniformed Services leave of absence shall be granted to an employee who shall be inducted or shall enlist for Uniformed Services duty in any branch of the Uniformed Services of the United States, or who shall enlist, volunteer, be called, or otherwise make themselves available for active duty in the National Guard or Reserve. Members of the bargaining unit who are placed on Uniformed Services leave and who subsequently qualify for schooling under the GI Bill shall have their leave extended for a period of one (1) year. Application for such an extension shall be filed within thirty (30) days from the official discharge date and shall be subsequent to proof of registration in an approved program or institution.
    2. Educational: A leave of absence may be granted for the purpose of permitting the employee to continue their education.
    3. Family and Medical Leave Act: Pursuant to the Family and Medical Leave Act of 1993, an employee who has been employed full-time at least twelve (12) months and worked at least 1,250 hours during the prior twelve (12) month period is entitled to twelve (12) work weeks of leave during any 12-month period without pay but with group health insurance coverage maintained for one or more of the following reasons:
        a. due to the birth of the employee's child in order to care for the child;
        b. due to the placement of a child with the employee for adoption or foster care;
        c. due to the need to care for the employee's spouse, child, or parent who has a serious health condition; or
        d. due to a serious health condition that renders the employee incapable of performing the functions of his or her job.

    A "serious health condition" is defined by the law as an illness, injury, impairment, or physical or mental condition that involves (1) in-patient care in a hospital, hospice, or residential care facility, or (2) continuing treatment by a health care provider. Other conditions of the Family and Medical Leave Act shall apply to leaves in this subsection.

The employee may elect to use their vacation leave for all or part of the duration of the leave.

E. For the purposes of this provision (Article 12, 3.), a child is defined as the biological, adopted, or foster child, or a step child, legal ward, or child of a person standing in loco parentis. A family member is defined as a child, spouse, or parent.

ARTICLE 13: VACATIONS

A. Full-time 12-month and intermediate staff are eligible to be granted vacation time by the board. 12-month employees shall receive twelve (12) paid vacation days at the start of the year. The number of vacation hours an intermediate employee shall receive will be determined by multiplying the number of scheduled summer hours by 0.2.
In the first year of employment, vacation time for 12-month employees will be prorated (one day issued for each month of employment prior to July of the next fiscal year).

B. Requests to use vacation time must be submitted as far in advance as possible (at the very least, three days in advance) and must be approved by the Superintendent.

C. Accrual of vacation time shall be capped at twenty (20) days. Unused vacation days beyond twenty shall be paid to the employee at the rate of $30/day.

ARTICLE 14: HOLIDAYS

DB-TC Area Schools observe the paid holidays listed below. Those eligible for holiday pay will be paid their regular hours, at their regular rate of pay. (Holidays are not counted as "hours worked" for overtime computation purposes.)

A. Unless otherwise decided, when a holiday falls on a Saturday, it will be observed on the preceding Friday. When a holiday falls on a Sunday, It will generally be observed on the following Monday.

B. The following days are recognized as holidays for which scheduled employees shall be paid a normal day's pay, if school is not in session.
    - July 4th (12-month employees only)
    - Labor Day
    - Thanksgiving Day
    - Thanksgiving Friday

- Christmas Eve
- Christmas Day
- New Year's Eve
- New Year's Day
- Good Friday
- Easter Monday (when school is not scheduled)
- Memorial Day

Employees must work the two regularly scheduled workdays preceding and following a holiday in order to qualify for holiday pay unless the employee is on approved leave.
Employees scheduled to work only on specific weekdays will only receive holiday pay if the holiday falls on their regularly scheduled day of the week. (Example: If an employee is only scheduled to work Mondays and Wednesdays, s/he would not be paid for Good Friday.)

ARTICLE 15: WORK INTERRUPTIONS

The Union agrees that for the duration of this agreement there shall be no interruption of services (strikes) for any cause by its members, nor shall they absent themselves from work, or abstain in whole or in part from the full and proper performance of their duties. Any violation of the foregoing may be subject to disciplinary action and/or discharge.

ARTICLE 16: GRIEVANCE PROCEDURES

A. A grievance is a claim or complaint by a bargaining unit member or group of bargaining unit members or the Union that there has been an alleged violation of the expressed terms of this Agreement. The primary purpose of this procedure is to secure at the lowest possible level equitable solutions to grievances which are alleged to be a breach of contract.

B. The sole remedy available to any employee for an alleged breach of this agreement or their right hereunder will be pursuant to the grievance procedures hereinafter outlined; provided, however, that nothing contained herein will deprive any employee of any legal rights which they presently has provided further that if an employee elects to pursue any statutory or legal remedy, such election will bar any further or subsequent proceedings under this article.

C. It shall be the general practice of all parties in interest to process grievance procedures during times which do not interfere with assigned duties; provided however, in the event

it is agreed by the Board to hold proceedings during regular working hours, an employee participating in any level of the grievance procedure, with any representative of the Board, shall be released from assigned duties without loss of salary.

D. Any individual employee at any time may present grievances to their employer and have the grievances adjusted without the intervention of the bargaining representative, if the adjustment is not inconsistent with the terms of a collective bargaining contract or agreement then in effect, if the bargaining representative has been given the opportunity to be present at such adjustment.

E. In no event shall any settlement be retroactive to a date prior to the commencement of the school year in which the grievance was filed.

F. Step One: Within twenty (20) school days of the alleged contract misinterpretation, misapplication or misunderstanding, or the discovery thereof, the employee shall hold a discussion with the employee 's supervisor, whereupon if a solution is not reached after an informal discussion with the supervisor, the employee shall file a grievance in writing with the supervisor on the grievance report form. (Appendix C). The supervisor shall have ten (10) school days to reply in writing; otherwise the grievance shall automatically move to Step 2: however, if answered, the employee shall appeal to the superintendent within five (5) school days after receiving said answer or the grievance shall be considered abandoned.

Step Two: Upon a grievance reaching the Superintendent under the foregoing section, there shall, within five (5) school days, be a meeting thereon and, if no solution is reached, the Superintendent shall have five (5) school days in which to answer in writing, otherwise the grievance shall automatically move to Step Three: however, if answered, the employee shall appeal within five (5) school days after receiving said answer to the School Board or the grievance shall be considered abandoned.

Step Three: Upon a grievance reaching the Board, it shall, at the next Board meeting, set the matter for hearing and within five (5) school days decide the grievance as a Board and in writing.

Step Four: Within twenty (20) school days, if the Union is not satisfied with the disposition of the grievance by the Board, or if no disposition has been made within the period above provided, the Union may notify the Board of its intent to pursue the grievance to arbitration before an impartial arbitrator. If the parties cannot agree as to

the arbitrator within five (5) calendar days from the notification date that arbitration will be pursued, he shall be selected by the American Arbitration Association in accordance with its rules which shall likewise govern the arbitration proceeding. The Board and the Union shall not be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the other party. The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement. Both parties agree to be bound by the award of the arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction.

G. The powers of the arbitrator are subject to the following limitations:

    1. If either party disputes the arbitrability of any grievance under the terms of this agreement, the arbitrator shall have no jurisdiction to act on the grievance until he has first ruled on the arbitrability of the grievance, if the arbitrator rules that the grievance is not arbitrable it shall be referred back to the parties without decision or recommendation on its merits.

    2. More than one grievance may not be considered by the arbitrator at the same time except upon expressed written mutual consent and then only if they are of similar nature.

H. The cost of the arbitrator shall be borne equally by the parties except such party shall assume its own cost for representation including any expense of witnesses.

MISCELLANEOUS PROVISIONS:

    1. Any time limits set forth above may be waived by the parties because of particular circumstances, but such waivers must be in writing before the time limits expire.

    2. Any party of interest may be represented at all meetings and hearings at any step by another person except that an employee may in no event be represented by an officer, agent, or representative of any organization other than the Union.

    3. All documents, communications and records dealing with a grievance shall be filed separately from the personnel files of the employee and information so separately filed shall be private, confidential and limited to the hearings on the

grievance, except that the grievance filed and the decision at any step that results in a final decision may be transferred to the personnel file thereafter.

4. Decisions rendered at all steps except Step One shall be in writing and a solution at Step One may be reduced to writing except that any solutions at Step One or Two shall not operate as a precedent or be binding upon the Board or the step above it.

5. All written answers, solutions or decisions shall be transmitted at once to all parties in interest.

6. The arbitrator shall be a member in good standing of the American Arbitration Association, unless otherwise mutually agreeable.

ARTICLE 17: ENTIRE AGREEMENT

This Agreement constitutes the sole and entire existing Agreement between the parties and supersedes all prior practices, whether oral or written, and expresses all obligations of, and restrictions imposed upon, the District and the Union. This Agreement is subject to amendment, alteration or additions, only by a subsequent written agreement between, and executed by, the District and the Union. The waiver of any breach, term or condition of the Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and conditions.

ARTICLE 18: WAIVER

The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the District and the Union, for the life of this Agreement each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

ARTICLE 19: SEVERABILITY

If any provisions of the Agreement or any application of the Agreement to any employee shall be found contrary to law, then such provision or application shall be deemed null and void, but all other provisions or applications shall continue in full force and effect; furthermore, the provisions of such law shall supersede, to the extent of the conflict, the provisions of this Agreement and govern the relation of the parties hereunder.

ARTICLE 20: DURATION OF AGREEMENT

A. This Agreement shall be effective as of July 1, 2025 and shall continue in effect through June 30, 2028. If pursuant to such negotiations, an agreement on the renewal or modification is not reached prior to the expiration date, this Agreement shall expire at such expiration date unless it is extended for a specific period or periods by mutual written agreement of the parties. If the district's final budget in June of 2027 reflects a fund balance of 22% or more, and following the approval of the state budget, upon request by the DB-TC ESP, the Board will discuss a wage adjustment.

DISTRICT

_____

UNION

_____

APPENDIX A: INSURANCE

A. The board will provide Single Subscriber, Two-Person, or Family health insurance (or cash-in-lieu) to those who are scheduled to work seven (7) or more hours per day, five (5) days a week, for at least nine months, following the student schedule.

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 (after the initial year) for implementation the following January. Should the district no longer participate in the UPAPA, or if the UPAPA no longer exists, the existing MESSA plans will be in place until other plans are negotiated. Dental, vision, life, and long term disability benefits are still subject to this collective bargaining agreement.

The employer will contribute the Michigan Department of Treasury hard cap limit amount for single-subscriber, two person, or family medical benefit plans for the duration of this contract.

All insurance coverage is for a full twelve (12) month period and is subject to the rules and regulations of the underwriter. Insurance coverage as outlined above shall be paid by the Board on a pro-rata basis for part-time staff hired after the effective date of this agreement.

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. Employees not scheduled to work during the summer months will pay those contributions through special arrangement with the business office.

B. The board shall provide a cash option in lieu of health benefits for those eligible. The cash amount shall be $433 per month in 2025-26, $466 per month in 2026-27, and $500 per month in 2027-28.

C. Upon written application, the Board will provide without cost a Delta Dental 100-90-90-90 plan, with a $3,000 annual max plan on classes I, II, and III with $5,000 lifetime max on class IV (orthodontics) for each employee and their eligible dependents. Additional riders include two (2) cleanings.

D. The Board will provide without cost to the employee MESSA VSP-3 Plus Vision Care for all eligible employees and their eligible dependents.

E. The Board will provide without cost to the employee, $50,000 in Life and Accidental Death and Dismemberment Insurance.

F. The district will notify the employee of their responsibility to select their ancillary benefits within the MESSA online enrollment system. If the employee fails to enroll, they will have to wait for the next annual open enrollment period. Selecting benefits is the employee's responsibility.

APPENDIX B: HOURLY RATES

($1.00 increase in Year 1, $0.50 increase in Year 2, $0.25 increase in Year 3;
$0.25 added with Steps 2, 3, and 4; $0.50 added for Step 5)

Year 2025-26	**1**	**2**	**3**	**4**	**5**	**10**	**15**	**20**	**25**
Support Staff	$16.50	$16.75	$17.00	$17.25	$17.75	$500	$750	$1,000	$1,250
FSD & Head Maint.	$18.50	$19.00	$19.50	$20.00	$20.75	$500	$750	$1,000	$1,250
Year 2026-27	**1**	**2**	**3**	**4**	**5**	**10**	**15**	**20**	**25**
Support Staff	$17.00	$17.25	$17.50	$17.75	$18.25	$500	$750	$1,000	$1,250
FSD & Head Maint.	$19.00	$19.50	$20.00	$20.50	$21.25	$500	$750	$1,000	$1,250
Year 2027-28	**1**	**2**	**3**	**4**	**5**	**10**	**15**	**20**	**25**
Support Staff	$17.25	$17.50	$17.75	$18.00	$18.50	$500	$750	$1,000	$1,250
FSD & Head Maint.	$19.25	$19.75	$20.25	$20.75	$21.50	$500	$750	$1,000	$1,250

Starting with the tenth year of service in the district, longevity payments will be issued, spread equally across all paychecks. In the tenth through fourteenth year, the employee will receive $500 spread across all paychecks, in the fifteenth through nineteenth year, $750, in the twentieth through twenty-fourth, $1,000, and in the twenty-fifth year and beyond, $1,250.

New employees may be granted up to five years for experience accrued in a similar job capacity before their hire in DB-TC.

Staff with a bachelor's degree to be paid $1 more per hour.

Any employee receiving a wage above the pay scale will be held harmless and be eligible for any annual increases in wage.

APPENDIX C: GRIEVANCE FORM

Grievance No. _____

DOLLAR BAY-TAMARACK CITY SCHOOL DISTRICT DB-TC ESP GRIEVANCE FORM

_____

BUILDING ASSIGNMENT NAME OF GRIEVANT DATE FILED

STEP 1

A. Date Cause of Grievance Occurred

_____

B.1 Statement of Grievance

_____

B.2 Relief Sought

_____

_____

Grievant Signature Date

_____

Association Signature Date

C. Disposition by Immediate Supervisor

_____

_____

Signature of Immediate Supervisor Date

D. Position of the Association

_____

_____

Association Signature Date

STEP 2

A. Date Received by Superintendent

_____

B. Disposition of Superintendent

_____

_____

Superintendent Signature Date

C. Position of the Association

_____

_____

Signature of Association Date

STEP 3

A. Date Received by Board Committee

_____

B. Disposition of Board Committee

_____

_____

Signature of Committee Date

C. Position of the Association

_____

_____

Signature of Association Date

STEP 4

A. Date Received by Arbitration_____

B. Disposition of Arbitration_____

_____

Signature of Committee Date