MASTER AGREEMENT

between the

BYRON AREA SCHOOLS
BOARD OF EDUCATION

and

LOCAL 1059.16, AFSCME COUNCIL 25, AFL-CIO

July 1, 2025 – June 30, 2028

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AGREEMENT

This Master Agreement entered into between the Board of Education of the Byron Area Schools, hereinafter referred to as the "District" and Michigan Local 1059 of AFSCME Council 25, AFL-CIO, hereinafter referred to as the "Union."

The term "employee" when used hereinafter in this Agreement shall refer to all employees represented by the Union in the recognition clause.

The District agrees to make available to each employee a copy of this Agreement upon request through the central administration office and to provide a copy of the same agreement to all new employees entering the employment of the District.

ARTICLE 1. RECOGNITION

The District hereby recognizes the Union as the exclusive representative for all full-time and regularly scheduled part-time Bus Drivers, custodians, paraprofessionals, food service and school secretaries. Excluded from the bargaining unit are Transportation Supervisor, Custodial/Food Service Supervisor, Grounds Supervisor, Maintenance Supervisor, Business Manager, Administrative Assistant - Assistant Bookkeeper, Administrative Assistant - Executive Secretary, Mechanics, Co-op Students, Substitutes and all other employees.

ARTICLE 2. DISTRICT RIGHTS

Board of Education Policies, Board of Education minutes, or as set forth in any manner whatsoever, or powers granted by law, shall remain unaffected by this Agreement. Any additions thereto, subtractions therefrom or revisions hereof, as the same may be made by the Board from time to time, shall remain in full force and effect unless changed by the Board. The Board reserves unto itself all rights, powers and privileges inherent in it or conferred upon it from any source whatsoever, provided, however, that all of the foregoing, being manifestly recognized and intended to convey complete power in the Board, shall only be limited by the express provisions of this Agreement and under Act 379 of the Michigan Public Acts of 1965, known as the Public Employment Relations Act (PERA). Rights reserved exclusively therein by the District which shall be exercised exclusively by the District without prior negotiations with the Union either as to the taking of action under such rights or with respect to the consequence of such action during the term of this Agreement shall include by way of illustration and not by way of limitation, the right to:

1. Manage and control the District's business, the equipment, the operations and to direct its working forces and affairs.

2. Continue its right and past practice of assignment and direction of work of all of its personnel, determine the number of shifts and hours of work, starting and ending times, length of the work year, and scheduling of all the foregoing, but not in conflict with the specific provisions of this Agreement, and the right to establish, modify or change any work or business hours or days.

3. Direct the working forces, including the right to hire, promote, suspend, discipline or discharge employees, transfer employees, effectuate an employee evaluation system, assign work or extra duties to employees, determine the size of the work force and to lay-off employees.

4. Determine the services, supplies and equipment necessary to continue its operations and to determine the methods, schedules and standards of operation, the means, methods, and processes of carrying on the work including automation thereof or changes therein, the instruction of new and/or improved methods or changes therein.

5. Adopt reasonable rules and regulations.

6. Determine the qualifications of employees, including physical conditions.

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

8. Determine the placement of operations, production, services, maintenance or distribution of work, and the source of materials and supplies.

9. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.

10. Determine the size of the management organization, its functions, authority, amount of supervision and table of organization provided that the Employer shall not abridge any rights from employees as specifically provided for in this Agreement.

11. Determine the policy affecting the selection, testing or training of employees providing that such selection shall be based upon lawful criteria.

ARTICLE 3. UNION SECURITY

A. Any employee of the Board may voluntarily become a member of the Union and pay the membership dues and fees uniformly required as a condition of acquiring or retaining a membership in the Union.

All employees, who are members of this Union, following thirty (30) calendar days from the effective date of this Agreement or thirty (30) calendar days from their date of hire, whichever is later, may elect to pay Union membership dues through payroll deductions. The employer shall, upon receiving authorization from the employee, deduct dues bi-weekly and submit them to AFSCME Michigan no later than the fifteenth (15^{th}) of every month. Each employee and the Union hereby authorize the district to rely upon and honor certifications of the Local Union Financial Officer or a designated representative of AFSCME Michigan, regarding the amounts to be deducted.

B. The Union agrees to indemnify and save the District, including individual school board members and their agents, harmless against any and all fees, awards, claims, demands, costs, suits, judgments or other forms of liability which may arise out of or by reason of action taken by the District or its agents in complying with this Article.

ARTICLE 4. UNION REPRESENTATION AND RIGHTS

A. The Union shall designate a Chapter Chairperson and Vice-Chairperson. The Chapter Chairperson or the Vice-Chairperson in his/her absence shall be authorized to represent bargaining-unit employees commencing at Level Two of the grievance procedure detailed in Article 6.

B. The Union may designate one (1) steward each classification for the bargaining unit. The Vice-Chairperson shall be authorized to serve at Level One in a building in the absence of the steward.

C. The Union shall notify the District in writing of persons designated under Sections A and B.

D. The Union will be permitted to post notices within each building in authorized locations.

E. Union agents designated in sections A and B shall be released with pay for time spent in grievance hearings with District representatives that are scheduled during the employee's work day.

F. The Chapter Chair or his/her designee, shall be allowed up to thirty (30) minutes, without loss of pay, to meet with new employees at a mutually agreed upon time.

ARTICLE 5. DISCIPLINE OF NON-PROBATIONARY EMPLOYEES

A. Non-probationary employees shall be subject to discipline and discharge for just or reasonable cause.

B. At the request of an employee, the employee will be permitted to discuss his discipline or discharge with his steward. At the request of the employee or steward, the supervisor will meet with the steward and employee prior to the employee being required to leave the facility in the instance of suspension or discharge.

C. An appeal regarding disciplinary action will be submitted to Level Two of the grievance procedure within five (5) calendar days.

ARTICLE 6. GRIEVANCE PROCEDURE

A. A grievance shall be defined as an alleged violation, misapplication or misinterpretation of the express terms and conditions of this contract. The Union acknowledges that all grievances will be filed in good faith and without the purpose of delaying, harassing or causing undue hardship or expense to the District.

Things that are not grievable under the procedure outlined in this Article:
1. Employee Evaluations
2. Discipline and discharge of probationary employees

B. The Union shall designate one steward or designee per classification to handle grievances at Level 1.

C. The term "days" as used in this article shall mean business days.

D. Written grievances as required herein shall:

1. be signed by the grievant or grievants;
2. contain a synopsis of the facts giving rise to the alleged violation;
3. cite the section or subsections of this contract alleged to have been violated;
4. contain the date of the alleged violation;
5. specify the relief requested.

Any written grievance not substantially in accordance with the above requirements may be rejected as improper. Such a rejection shall not extend the limitations hereinafter set forth.

E. **Level One** - An employee alleging a violation of the express provisions of this contract shall within five (5) business days of its occurrence or knowledge of its occurrence orally discuss the grievance with his immediate supervisor in an attempt to resolve same. The steward may be present during this discussion if requested by the grievant.

If no resolution of the grievance is obtained. within five (5) business days of the discussion, the steward, if in agreement with the grievant, shall state the grievance in writing and file the grievance at Level Two within five (5) business days of said Level 1 discussion.

Level Two - A copy of the written grievance shall be filed with the Superintendent or their designee. Within five (5) business days of receipt of the grievance, the Superintendent or their designee shall arrange a meeting with the grievant and/or the designated Union representative which may include a representative

of Council 25 to discuss the grievance. Within five (5) days of the discussion, the Superintendent or their designee shall render a decision in writing, transmitting a copy of the same to the grievant, and the Union representative. Any appeal of a disciplinary action may be submitted to Level Two within ten (10) business days of the date the discipline was received by the employee.

If no decision is rendered within five (5) business days of the discussion, or the decision is unsatisfactory to the grievant and the Union, the Union shall, if it intends to invoke grievance arbitration, within twenty-five (25) business days file a letter of intent to arbitrate with the Superintendent's Office. This period will be reduced to fifteen (15) business days in cases involving a grievance resulting in a continuing back pay liability.

Level Three - Upon proper application as specified in Level Three the Board shall allow the employee or their unit representative an opportunity to be heard at the meeting for which the grievance was scheduled. Within two (2) weeks from the hearing of the grievance, the Board shall render its decision in writing. The Board may hold future hearings therein, may designate one or more of its members to hold future hearings therein or otherwise investigate the grievance, provided however, that in no event except with express written consent of the Union shall final determination of the grievance be made by the Board more than two (2) weeks after the initial hearing.

A copy of the written decision of the Board shall be forwarded to the Superintendent for permanent filing, the supervisor, the grievant, and the secretary of the Unit.

Level Four - Within ten (10) business days, the parties shall attempt to mutually agree upon an arbitrator. If unable to agree, they shall select an arbitrator from the following list. On alternating cases, the Union or District shall be the first to strike the name of an arbitrator. Each party will continue to alternately strike a name until one arbitrator's name remains. The arbitrator will then be jointly notified by the parties of selection and request available hearing dates.

The names submitted of eligible arbitrators will be restricted to those arbitrators on the grievance arbitration rosters of the American Arbitration Association or the Michigan Employment Relations Commission. Either party may replace a name(s) it submitted on the list below by notifying the other party in writing in January of any given year or if an arbitrator declines to continue on the panel or cannot otherwise serve. The parties may mutually agree to an arbitrator outside of the list provided below.

1. Mark Glazer
2. Earlene Baggett-Hayes
3. Thomas Gravelle
4. George Roumell
5. Kathleen Opperwall

F. General Arbitration Provisions

1. The arbitration shall be conducted in accordance with the rules and procedures of the American Arbitration Association.

2. Any claim or grievance arising prior to the expiration of this agreement may be processed through the grievance procedure until resolution.

3. The cost of the arbitrator shall be divided equally between the parties.

4. An arbitrator's award in any one case will not require retroactive adjustment in any other instances not within the jurisdiction of that arbitrator.

5. The decision of the arbitrator shall be final and binding subject to review in accordance with the applicable standards for judicial review.

G. Restrictions on the Arbitrator's Authority: The arbitrator shall have no power to:

1. Rule on an issue previously barred from the scope of the grievance procedures.

2. Add to, subtract from, or otherwise modify the expressed terms and conditions of this agreement.

3. Award compensatory or punitive damages.

4. Issue a back pay award for any amount in excess of lost hourly pay rates which would be for a period exceeding twenty (20) days prior to the date the grievance was filed.

5. Establish wage schedule.

6. Rule on an issue involving employee evaluation.

H. Should an employee fail to institute a grievance within the time limits specified, the grievance will not be processed. Should grievant fail to appeal a decision within the limits specified, or leave the employ of the Board, all further proceedings on a previously instituted grievance shall be barred.

I. All preparation, filing, presentation or consideration of grievances shall be held at times other than when an employee or a participating Union representative are to be at their assigned duty stations except as agreed by the parties. In such instances, employees will suffer no loss of pay.

J. The time limits provided in this Article shall be strictly observed but may be extended by written agreement of the parties.

ARTICLE 7. UNION DUES

A. Payment by Check-off. Employees shall authorize deduction of monthly membership dues by signing the Authorization for Check-off Dues form.

B. Check-off Form. During the life of this Agreement and in accordance with the terms of the Form of Authorization of Check-off of dues hereinafter set forth, the Employer agrees to deduct only Union membership dues from the pay of each employee who executes or who has executed the following Authorization for Check-off of Dues form and filed the same with the Employer. The Employer shall be entitled to rely solely on the written notice of the Financial Officer of Michigan Council #25, AFSCME AFL-CIO and countersigned by the Chairperson of the Lansing School Employees Unit, as to the amount to be deducted from the employee's wages and the employees from whom such deductions are to be made, provided that authorization shall be given to the Payroll Department at least three weeks prior to the payday of which deductions are to be made and provided deductions for the check-off of union dues shall not supersede any legally required deductions or deductions authorized prior to February 11, 1966, and the Employer shall not be required to make any check-off for union dues if the employee's pay is not sufficient to cover the dues in any pay period.

C. P.E.O.P.L.E. Check-off. The Employer agrees to deduct from the wages of any Employee who is a member of the Union a PEOPLE deduction as provided for in a written authorization. Such authorization must be executed by the Employee and may be revoked by the Employee at any time by giving written notice to both the Employer and the Union. The Employer agrees to remit any deductions made pursuant to this provision to the Union together with an itemized statement showing the name of each Employee from whose pay such deduction is made and the amount deducted. The Union will provide all necessary forms and make all contacts with the Employees to notify them of this optional deduction and will assume responsibility for compliance with applicable state and federal laws regarding notification and authorization of deductions.

D. When Deductions Begin. Check-off of deductions under all properly executed Authorization for Check-off of Dues shall become effective at the time the authorization is signed by the employee and shall be deducted from the first pay period of the month and each month thereafter.

E. Remittance of Dues to Financial Officer. Deductions for any calendar month shall be remitted to the designated Financial Officer of Michigan Council #25, with a list of employees from whom dues have been deducted between the 15th and 30th day of the current month.

F. Termination of Check-off. An employee shall cease to be subject to Check-off dues for this unit beginning with the month immediately following the month in which the employee is no longer a member of the bargaining unit. The Local Union will be notified by the Employer of the names of such employees following the end of each month in which the termination took place.

G. Disputes Concerning Union Membership. Any dispute arising as to an employee's membership in the Union shall be reviewed by the designated representatives of the Employer, the Employee, and a representative of the Local Union, and if not resolved may be decided at the final step of the grievance procedure.

ARTICLE 8. SENIORITY

A. Seniority shall be defined as an employee's length of continuous service in the District from the employee's first date of hire as a regular employee. Seniority shall not accrue while an employee is on layoff (Article 8) or on unpaid leave (Article 11).

Part-time employees working a full year shall receive a full year of seniority credit. Employees hired during the school year working less than a full work year shall receive a half-year of seniority credit.

Substitute service and service outside of the bargaining unit shall not be counted for purposes of seniority. Employees promoted from within the unit to a non-unit position shall have their seniority frozen for two (2) years.

Classification seniority shall be defined as an employee's length of service in the classification. In the event an employee leaves one classification to go to another, their seniority will be frozen in the classification they leave. Classification seniority for the newly awarded position will begin the day they transfer to the new position.

B. All newly hired employees shall serve a thirty (30) work day probationary period **(Does not apply for internal transfers)**. Absences during the probationary period shall serve to extend the probationary period by that same number of days absent. There shall be no seniority granted to probationary employees, however, upon successful completion of the probationary period, the employee's seniority date shall become the initial date of hire as a regular employee.

Probationary employees shall not be entitled to insurance benefits, leave days or holidays. However, upon completion of the probationary period, the employee will be credited with the paid leave days (excluding holidays) which the employee would have earned and vacation credit, if applicable. In the event a probationary employee is absent, the probationary period shall be extended by the period of the absence.

Probationary employees are subject to discipline and dismissal at the discretion of the district and shall have no recourse through the grievance procedure.

ARTICLE 9. LAYOFF AND RECALL

A. In the event of a layoff, the following procedure shall be utilized:

1. **Reassignment within classification**
In the event a reduction in staff is implemented, employees in affected positions within the classification shall be reassigned to the position held by the least senior employee within the classification working the same number of hours provided he/she is qualified and provided the

employee has more seniority and has been in the classification for at least one (1) year. In the event no such position exists, the affected employee will be reassigned to the position held by the least **senior** person within the classification whose regular schedule of hours is less but most closely coincides with the affected employee's former schedule of hours.

2. **Reassignment to another classification**

Reassignment to another classification shall be restricted to employees ineligible for reassignment under Section A (1) who have at least one (1) year of service within another classification provided the employee has more seniority and is qualified. Reassignment in such instances shall be implemented in the same manner as under Section A (1).

3. Classifications for purposes of this Article shall be secretarial, food service, custodial, paraprofessionals and bus drivers.

B. Employees scheduled to be laid off will receive fourteen (14) calendar days written notice of layoff. Such notice will not apply when the layoff is necessitated by finances or work stoppage.

C. Laid off employees will be recalled in inverse order of layoff first to vacancies within the classification from which they were laid off, and second to classifications in which they have prior successful service and are qualified. Recall rights are restricted to non-probationary employees, and only for a period of twenty-four (24) months from the effective date of layoff.

Employees will receive a minimum often (10) calendar days; notice of recall provided that this provision shall not be interpreted to prevent recall with less than ten (10) days written notice upon mutual agreement of the parties. Such notice will be sent first class U.S. mail to the employee's last known address. It is the employee's responsibility to ensure that the employee's current address is maintained on file. Failure to return within the ten (10) day period shall be considered a voluntary resignation. Exceptions may be made by mutual written agreement between the Union and District.

ARTICLE 10. VACANCIES

A. The District shall post vacancies within the bargaining unit at the Bus Garage, the District's Website, Central Office and in the Office in each building. Interested personnel shall apply in writing within seven (7) calendar days from the published date of the vacancy notice. The application shall state in writing the qualifications the individual has, which are relevant to the position.

1. Such job vacancies will be posted for a period of seven (7) calendar days, setting forth the title of the job, the qualifications required for the job, the shift and any other pertinent information about the job.

B. 1. The most senior qualified applicant within the unit in which the vacancies exists will be selected by the District and shall be placed in the new position within fourteen (14) calendar days of being awarded the position.

Classification for purposes of this Article shall be defined as bus driver, custodial, food service, instructional and non-instructional paraprofessionals, playground paraprofessionals and secretaries.

2. a. Except as provided in Section B (1), the selection between internal and external candidates for secretarial or paraprofessional positions is reserved to the District. Order of priority:
(l.) Internal candidate

(2.) Qualifications - to be determined for each position by the administration after consultation with unit representatives

(3.) Process of selection based on district site-based management decision-making procedure - District committee:
(a.) Review applicants
(b.) Determine interview candidates
(c.) Interviews candidates
(d.) Selects finalists
(e.) Finalists interviewed by Superintendent or designee
(f.) Finalist recommended by Superintendent to Board of Education

b. Where no person from within the food service classification applies for a food service vacancy, the most senior qualified applicant from another bargaining unit classification will be given preference over other internal and external candidates provided the bargaining unit candidate(s) are equally or more qualified.

c. Where no person from within the custodial classification applies for a custodial vacancy, the most senior qualified applicant from another bargaining unit classification will be given preference over other internal and external candidates provided the bargaining unit candidates are equally or more qualified.

C. A successful internal applicant will be placed on a ten (10) work day trial period in the new position. During the trial period, the employee may elect to return to his/her former position or may be removed from the position based upon unsatisfactory performance. During the trial period, the employee's former position may at the District's option be filled with substitutes or temporary employees.

D. Any individual granted a position under this Article or electing to return to his/her former position under the terms of Section B shall be prohibited from applying for another position for a period of twelve (12) months from the effective date of assignment in the posted position unless the vacancy would be an increase in hours or hourly rate of pay for the employee.

ARTICLE 11. PAID LEAVES

A. 1. Employees will be credited with paid sick leave days according to the following schedule:

One (1) sick day per month will be added to accumulated sick leave on the first pay in August for twelve-month employees and on the first pay in October for school year employees.

Food Service Professionals	-	nine (9) days per year
Bus Drivers	-	nine (9) days per year
Paraprofessionals	-	nine (9) days per year
Assistant Secretaries	-	nine (9) days per year
E.S. Secretary	-	ten (10) days per year
M.S. Secretary	-	ten (10) days per year
H.S. Secretary	-	ten (10) days per year
Custodians	-	twelve (12) days per year

2. Once the maximum number of sick days has been accumulated, the total sick and personal days for the year will be credited at the commencement of the employee's scheduled work year. The Board may request written notification from a doctor.

With the exception of employees who are discharged for reasonable and just cause employees who have served one (1) or more continuous years of service to the district since the employees last

date of hire, who resign or otherwise severs employment (permanent layoff or disability) will be paid for unused sick days at 60% of the daily rate up to a maximum of $3,600.00.

3. Employees hired after the start of a work year will receive a prorated number of paid sick leave and personal leave days.

4. Sick leave accumulation may be utilized for personal illness or injury or illness of a spouse, child or parent.

5. Sick leave time may be used when necessary on Friday before a holiday or Monday after a holiday or a vacation period, however, a doctor's excuse may be required. Employee will not be compensated for said holiday in such instances unless it is a serious illness (e.g. hospitalization, surgery) supported by a physician's statement or approval by the Superintendent.

6. Routine doctor or dental appointments qualify for sick leave pay. When doctor and dental appointments cannot be arranged during nonworking hours, employees may be eligible for sick leave pay, with prior approval of the administration.

7. A non-probationary employee who is absent from work in excess of the number of sick days accumulated will be placed on an unpaid health leave for a period not to exceed (12) months. A non-probationary employee who is absent from work in excess of the number of sick days accumulated without receiving supervisory approval is subject to disciplinary action unless the absence is for an FMLA qualifying purpose. Employees who are absent from work and do not have sufficient leave credits to cover their absences will not be paid for their absence.

   An eligible employee who is absent from work due to personal illness will be provided health insurance while using sick days accumulated. Once sick leave days are used, the district may cease making insurance premium payments unless otherwise required by law. In this event, an employee may continue insurance coverage by making monthly premium payments to the District for a period not to exceed three months unless a longer period is required by law.

8. The District may require a physician's statement verifying illness after five (5) days. Abuse of the sick leave is proper grounds for disciplinary action up to and including discharge.

B. Sick and personal days shall not be prorated when changing to position of fewer or greater hours.

C. Employees will be provided Funeral/ Memorial and Bereavement Leave days not deducted from sick leave accumulation as follows:

1. Bereavement in the immediate family: A maximum of five (5) days per occurrence will be allowed for funerals in the family. Family is defined as husband, wife, domestic partner, IRS dependent, child, step children, brother, step brother, sister, step sister, brother-in-law, sister-in-law, mother, step mother, father, step father, parent-in-law, grandparents, step grandparents, grandchildren and step grandchildren.
2. One (1) bereavement day for the death of a non-immediate family member; nephew/niece, uncle/aunt, first cousin, or a non-relative held in the same regard living in the household of the employee.
3. Bereavement pay will not be provided during vacation periods, Christmas, Easter, etc.
4. Bereavement leave may be deferred at the request of the employee to a time of their choosing to coincide with memorials, etc.

D. Leaves will not be granted for other employment

E. The Employer agrees that an employee absent from work due to a compensable injury will receive, in addition to Worker's Compensation, an amount sufficient to make up the difference between Worker's Compensation and his regular weekly income. Such differences will be deducted from the employee's sick

leave accumulation. Upon exhaustion of the employee's sick leave accumulation, the employee will only be eligible for those amounts provided under the Act.

F. Employees may be granted up to three (3) days per year to be deducted from their sick leave accumulation for personal business which cannot be done outside of work hours. Except in cases of emergency, requests for such leave must be submitted at least two (2) days prior to use. Personal leave time will not be paid for the day before or after a holiday unless approved by the Superintendent. The denial of a request by the Superintendent shall not be subject to the grievance procedure.

G. Employees who are in a branch of the Armed Forces Reserve or the National Guard will be paid the difference between their reserve pay and their regular pay when they are on full-time active summer duty in the Reserve or National Guard, provided proof of service and pay is submitted. A maximum of two weeks per year is the normal limit, except in emergency cases.

H. An employee absent from work who serves on jury duty will be paid the difference between his pay for jury duty and his regular pay. An employee absents under this provision who is not empaneled shall report to work.

I. Probationary employees will receive no paid leave days.

J. Family and Medical Leave Act: The Family and Medical Leave Act of 1993 and understand that the purpose of the act is to entitle eligible employees who work at least 1250 hours per year to take reasonable leave for medical reasons, for the birth or adoption of a child, or a child, spouse or parent who has a serious health condition. The leaves may include by way of illustration; ongoing unpaid leave, leave taken intermittently, or leave on a reduced work schedule. As required by law, insurance benefits will be continued for eligible employees on qualified leaves of absence but, this will in no way diminish rights and privileges already granted in the master agreement. Applicable paid leave shall be concurrent with FMLA.

The Board reserves the right to exercise those rights and options available to those employees under law in the development of policies and procedures for the implementation of the act.

K. Regular bus drivers who have perfect attendance - no sick, personal, and unpaid days - during any semester of the school year qualify for a $125.00 bonus. Absences required by the District for training or those for special or extra trips will not be counted.

ARTICLE 12. UNPAID LEAVES

A. Leaves of absences without pay or benefits up to one (1) year in duration may be granted at the discretion of the District upon written request from an employee who has been with the district at least (5) years.

B. Written requests for leaves shall include the reason for the leave and the beginning and ending date of the leave.

C. Upon expiration of an approved leave, employees will be considered for reinstatement to a vacancy to which he/she is qualified as determined by the district.

D. If no position is available, the employee will be considered for return to work as if on layoff for a period not to exceed twelve (12) months.

E. A least thirty (30) days prior to the date a leave is scheduled to expire, an employee must supply the district with written notice of intent to return to work. Failure to supply such written notice will be considered a voluntary resignation.

F. Employees on leave may submit a written request to terminate an approved leave early and the district may reinstate the employee prior to the approved termination date of the leave.

G. An employee's benefits will be terminated when on an unpaid leave unless otherwise required by law. Employees will be provided the option of making their own monthly payments for insurance premiums, provided the district's insurance carrier approves the individual request.

ARTICLE 13. BARGAINING UNIT WORK

A. It is expressly recognized by the parties that the supervisory personnel, community volunteers may continue to perform bargaining unit work on the same kind and nature and to the same extent as has been done in the past. It is understood that other supervisory employees may perform bargaining unit work in circumstances such as emergency situations, when operational difficulties are encountered, in the testing of materials and equipment and in the instruction or training of employees.

B. The decision to subcontract bargaining unit work is reserved to the District as the law provides. The District agrees to negotiate relative to the impact of such decisions, however, the negotiations will not delay the implementation of the decision.

ARTICLE 14. WORK SCHEDULES AND RELATED ISSUES

A. The break and lunch periods for all employees are as follows:

1. Employees working over (4) hours will receive one (1) fifteen (15) minute paid break per day.

2. Employees working at least five (5) hours per day will receive a thirty (30) minute unpaid lunch period.

3. Employees working at least six (6) hours per day will receive two (2) fifteen (15) minute paid breaks per day and a thirty (30) minute unpaid lunch period per day.

B. Specific times for breaks and lunch periods will be arranged by the appropriate supervisor.

C. In instances where the district elects to utilize regular employees to perform overtime or additional work beyond regular hours, such assignments shall be rotated as equally as possible on each shift within classifications. Overtime opportunities which arise in the custodial classification on weekends are rotated without regard to shift. Employees refusing overtime or extra work shall be considered as having accepted for purposes of equalizing overtime.

The following process shall be used in filling a vacancy due to a call in:

1. Any and all vacancies will be filled by seniority; using a seniority rotation regardless of which building an employee is regularly assigned to.

2. Employees with responsibilities of another department (custodial, transportation, food service etc.) will not be prevented from participating in filling vacancies on a seniority rotation if they can arrange to perform these duties either just before or just after the beginning or conclusion of their duties with the other department. (i.e. a driver completes his/her bus run then performs his/her cleaning tasks).

3. After all regular employed employees have had an opportunity to fill the vacancy, and one still exists, a substitute may fill it.

4. If there is no substitute to fill the vacancy and all other options have been exhausted to fill it, the vacancy will remain vacant.

No employee will work more than forty (40) hours per week, especially in regard to employees working more than one regular job, unless approved in advance by the Superintendent of Schools.

D. The following provisions shall apply on days when school is closed due to inclement weather:

1. Employees - Based on current State allowable "Act of God" hours, that school is not in session will be compensated. Except as set forth below, all other closings will not be compensated for unless made up at later date.

a. Subsequent to the days referenced above the following conditions will apply for school year employees: (Paraprofessionals, Secretaries, Bus Drivers, and Food Service Professionals)

(1.) In the event school is canceled after the employee starting time for work, but before the scheduled starting time of the student instructional day, the employee will complete any work as directed by supervision, after which time, the employee may be sent home for the remainder of the day.

(2.) In instances where school is canceled after the start of the student instructional day, the employee will complete any work as directed by supervision, after which time, the employee may be sent home for the remainder of the day.

(3.) In such instances, the employee will receive pay for the hours worked, but in no case, less than two (2) hours compensation. In instances where school is canceled after 11:00 a.m. the employee shall be paid for a full day's work.

(4.) If more than the State allowed "Act of God" days are used throughout the academic year and the days are not added to the original school calendar, employees have the option of using a sick or personal day at the end of the year to replace the lost wages of the canceled school day(s).

b. Subsequent to the days referenced above the following conditions will apply for year-round employees: (custodians)

(1) If more than the State allowed "Act of God" days are used throughout the academic year and the days are not added to the original school calendar, employees have the option to of using a vacation, personal or sick day at the end of the year to replace the lost wages of the canceled school day(s).

2. Subsequent to the-State allowed "Act of God" days, employees will be compensated if the employee is called by the supervisor to work. The supervisor reserves the right to send employees home in the event he/she determines the weather makes automobile travel unsafe with no loss of pay to the employee.

E. Should an employee be required to temporarily assume the duties of another employee for a period in excess of five (5) consecutive work days, the employee will receive the higher of the two rates, regular/temporary. After completion of the fifth (5th) consecutive day payment will be made retroactive to the first day of the temporary assignment.

A unit employee working in a temporary position with greater hours than the employee's regularly scheduled hours, for thirty (30) consecutive work days, shall receive the hours of that position for days earned; including sick days, personal days, vacation days and holidays. No additional insurance benefits will be included.

F. Attendance at required meetings outside of regular work hours will be compensated at the employee's regular rate of pay.

G. Emergency Work: Any unforeseen circumstance that creates a situation resulting with immediate action needed to restore the school or its property to operational order will result in time and one-half for all staff including those with less than a 40 hour work week.

H. The summer work schedule for custodians shall be adjusted to Monday thru Thursday day shift. Employees will work their regular scheduled hours divided into four (4) days instead of five (5). (i.e. an employee that is scheduled to work six (6) hours a day five (5) days a week would work seven and a half (7.5) hours a day for four (4) days)

ARTICLE 15. VACATIONS

A. Custodians who are scheduled to work a full year (fifty-two weeks) will receive vacation pay in accordance with the following schedule:

1.	After completion of one (1) year	-	1 week
2.	After completion of two (2) years	-	2 weeks
3.	After completion of ten (10) years	-	3 weeks.

Bargaining unit members who become eligible for vacation by entering a custodial position will be granted vacation according to the following terms:

a) These employees shall be subject to schedule (A.) above, except that they accrue a maximum of three weeks' vacation;

b) These employees shall be credited with their entire unit seniority for the purpose of determining the length of vacation they receive.

B. Vacation pay is based on an employee's regular hourly rate and regular scheduled work day.

C. Requests for vacations taken during the summer months must be made at least one (1) week in advance and are subject to supervisory approval. Vacations can also be taken during the school year if supervisor is given one (1) week notice and approves said request. Emergency requests may be approved by the supervisor. In the event that a request far a vacation is denied and an employee is at risk of losing such vacation time, the requested vacation time shall carry over for up to three (3) months.

D. Should a holiday fall during an approved vacation period, the vacation will be extended by the holiday.

E. Employees will not be eligible to receive pay in lieu of earned vacation time.

ARTICLE 16. HOIDAYS

A. Full year employees (Twelve months)

New Year's Day	Day before Thanksgiving
Friday before or Tuesday after President's Day (mirror school calendar)	
President's Day	Thanksgiving Day
Good Friday	Day after Thanksgiving
Memorial Day	Christmas Eve Day
Labor Day	Christmas Day
July 4	New Year's Eve Day

School-year employees (students in session)

New Year's Day	Thanksgiving Day
Friday before or Tuesday after President's Day (mirror school calendar)	
President's Day	Day after Thanksgiving
Good Friday	Christmas Eve Day

Memorial Day	Christmas Day
Labor Day	New Year's Eve Day
Day before Thanksgiving	

Employees working 2-3 weeks before and 2-3 weeks after school

New Year's Day	Thanksgiving Day
Friday before or Tuesday after President's Day (mirror school calendar)	
President's Day	Day after Thanksgiving
Good Friday	Christmas Eve Day
Memorial Day	Christmas Day
Labor Day	New Year's Eve Day
Day before Thanksgiving	

B. Employees shall be paid for holidays at their regular rate based on their regularly scheduled work day.

C. An employee must work their last regularly scheduled day before and after a paid holiday to be eligible for holiday pay or have prior approval by the Superintendent. (Item C is null and void should the day before a holiday be a School Improvement Day.)

D. Probationary employees shall not receive holiday pay.

ARTICLE 17. INSURANCE

A. The Board will pay the premiums toward the purchase of long-term disability and $20,000 term life insurance policies, provided the employee(s) are regularly scheduled to and actually work at least ten (I 0) hours per week and provided the insurance carrier will insure employees working fewer than four (4) hours per day.

B. All such full-time employees may participate in the District's group health insurance program by agreeing to payroll deductions of the current monthly premium (plus prorated premiums for the months of July and August). Deductions to be made from September through June will cover the months of September through August.

Bus Drivers may be eligible to purchase dental or vision insurance benefits depending on insurance provider's rules.

C. Employees who are terminated or resign from employment become eligible under the present COBRA Law, to stay with the group plan for eighteen (18) months by remitting such monthly premiums to the District.

D. In the event of termination of employment for any reason whatsoever, the employee may convert his group term life insurance coverage by making application to the insurance company within thirty-one (31) days of termination.

E. Any disputes over the policy coverage between the insurance company and employees or their beneficiaries shall be a matter solely between the employee and the insurance company.

F. Employees may elect to have payroll deductions for a 403(b) tax sheltered program to a participating 403(b) vendor. Please contact the Business Office for a list of current vendors.

G. Any insurance program provided through the Board of Education is subject in all respects to the rules and regulations of any and all insurance carriers and/or administrators.

H. The sole responsibility of the school District is to provide premium payments for the coverage specified herein. Any dispute regarding policy coverage or claim payments are a matter solely between the applicable insurance company and employee.

I. The Board agrees to provide for those employees who work 40 scheduled regular hours per week, his/her full family Health insurance with the employer paying 80% of the Health premium and the employee paying 20% of the Health premium.

	PAK A
Health:	MESSA Choice – 5Tier $500/$1,000 Deductible $20 Office Visit $10/$40/$80 Copay Prescription (Includes $5,000 AD&D Basic Term Life) **--OR--** MESSA ABC2 $2,000/$4,000 Deductible 100% After deductible Office Visit $10/$40/$80 Copay after deductible Prescription (Includes $5,000 AD&D Basic Term Life)
Negotiated Long Term Disability:	66 2/3% $6,000 Maximum Monthly Benefit (effective 3/1/04) $9,000 Maximum Monthly Salary (effective 3/1/04) 60 Calendar Days - Modified Fill Maternity Coverage Pre-Existing Condition Waiver Freeze on Offsets Alcoholism/Drug Waiver-Two Year Limitation Mental/Nervous Waiver-Same As Any Other Illness
Negotiated Life:	$25,000 and AD&D
Vision (Plan Year is July to June):	VSP-2
Delta Dental (Plan Year is July to June)*:	100% (basic and preventive) 60% (restorative/oral surgery) 60% (bridges, partials, dentures) 50% (orthodontics): $1500 (Lifetime Maximum) ($1,500 Maximum Class I & II)

**A complete explanation of dental and orthodontic benefits is included in personal packet from MESSA.*

The Board shall provide a cash option in lieu of health benefits. The cash amount shall be $115 per month the first year that the employee selects the cash option. For each subsequent year that the employee selects the cash option the amount shall increase by $5.00 per month up to a maximum amount of $140.00. The employer shall adopt a qualified plan document which complies with Section 125 of the Internal Revenue Code. The cash amount may be applied through a Salary Reduction Agreement by the Bargaining Unit member toward a Board approved Tax-Deferred Annuity.

PAK B

Negotiated Long Term Disability:	Same as above
Negotiated Life:	$30,000 with AD&D
Vision (plan year is July to June):	VSP-3

Delta Dental (plan year is July to June): Same as above

J. The Board agrees to provide for those employees who work 30 to 39 scheduled regular hours per week, health insurance for the employee only with the employer paying 80% of the Health premium and the employee paying 20% of the Health premium.

PLAN C

Health: MESSA ABC Plan 1 – 5Tier RX
$1,700/$3,400 Deductible
100% After deductible office visit
$10/$40/$80 Copay after deductible prescription
(Includes $5,000 AD&D Basic Term Life)

K. Employees who work less than an average of 30 scheduled regular hours per week for a 52 week period, do not quality for any Board provided healthcare and/or benefits.

L. The intent with the health insurance information described is to be in compliance with the Affordable Healthcare Act.

M. Employees in the position of "Head Cook" will be eligible for district paid premiums equal to the cost of "PAK B".

N. The Board will pay premiums toward the purchase of long-term disability and $20,000 term life insurance for all employees not referenced above, provided the employee(s) are regularly scheduled to work at least ten (10) hours per week and provided insurance carrier will accept employees working fewer than four (4) hours per day.

O. Employees scheduled to work at least twenty-five (25) hours per week may participate in the District's MESSA group health insurance program by agreeing to payroll deductions of the current monthly premium (plus prorated premiums for the months of July and August). Deductions to be made from September through June to cover the months of September through August.

P. Employees who are terminated or resign will lose insurance benefits effective with the date employment status is terminated but will be permitted to retain such insurance benefits upon payment as permitted by law. (COBRA)

Q. It is expressly understood that the District reserves the right to select and change insurance administrator and underwriters.

ARTICLE 18. PAY RELATED ISSUES

A. Time and one half will be paid for all hours worked over forty (40) hours in a week. A "work week" is defined as Thursday through Wednesday. Days of absence (i.e. personal business days and sick leave) will not count as hours worked for purposes of computing overtime.

B. If the District elects to utilize regular food service employees for special events, employees will be paid at the rate set forth in Article 19.

C. Employees assigned to the second shift will receive a 5% shift differential.

D. When a new job is created which falls within the bargaining unit, the District will notify the Union of the proposed classification and rate structure prior to its becoming effective. In the event the Union does not agree that the classification and/or rate are proper, it shall be subject to negotiations. Negotiations, if requested, shall not serve to delay the posting and filling of the position.

E. Those employees who are classified as Playground Paraprofessionals will receive the higher hourly rate of pay as outlined in Article 18. However, they will not be eligible for insurance benefits. In the event there is a dispute as to the inclusion of a position in the unit, the matter shall be referred to the Michigan Employment Relations Commission's procedures.

F. Professional Development Days:

1. Secretaries will work an additional five (5) days in the summer;

2. Food Service Professionals will work an additional two (2) professional development days and two (2) additional work days the scheduling of which shall be at the District's discretion. All hours spent in professional development or work days as indicated here, will be paid at the employee's regular rate of pay, plus shift premium if applicable.

3. Head Cooks will work two (2) mandatory professional development days before school starts. In addition, Head Cooks will work an additional five (5) days before school starts and five (5) days after classes for students end in order to enable them to respectively open and close food service facilities. All hours spent in professional development or work days as indicated here, will be paid at the employee's regular rate of pay, plus shift premium if applicable.

4. Playground paraprofessionals will work two (2) professional development days at 3.5 hours per day. All hours spent in professional development will be paid at the employee's regular rate of pay, plus shift premium if applicable.

5. Instructional and non-instructional paraprofessionals will work five (5) professional development days as designated on the school calendar. All hours spent in professional development will be paid at the employee's regular rate of pay, plus shift premium if applicable.

6. Custodians will work one (1) professional development day as designated on the official school calendar. All custodians will be required to work all day, first shift on that day All hours spent in professional development will be paid at the employee's regular rate of pay, plus shift premium if applicable.

7. Bus Drivers will work two (2) professional development days as designated on the school calendar. All hours spent in professional development will be paid at the employee's regular rate of pay.

ARTICLE 19. COMPENSATION

Extra Trip Rate ..... Same as Bus Driver's Regular Rate
Wait Time Rate..... Michigan Minimum Wage+ $.50

A. All runs will be paid a minimum of 1.5 hours/run. Some runs may be less than 1.5 hour and some longer than 1.5 hours.

B. Additional time compensated at the following rates:

0-6 minutes	0.1 hour
7-12 minutes	0.2 hour
13-18 minutes	0.3 hour
19-24 minutes	0.4 hour
25-30 minutes	0.5 hour
31-36 minutes	0.6 hour
37-42 minutes	0.7 hour
43-48 minutes	0.8 hour
49-54 minutes	0.9 hour
55-60 minutes	1.0 hour

C. The route bid meeting held before the start of the new school year is to be compensated at the regular hourly rate.

D. The Board agrees to pay the cost differential between a regular driver's license and a C-3 license for regular bus drivers. The total cost of physicals required for the renewal of C-3 license will be reimbursed by the District if the driver uses the doctor provided by the District. Physicals completed by an employee's individual doctor will be reimbursed up to $50.00.

E. For required random drug testing, driver will be compensated for the exact time necessary to complete the testing at the regular rate with a minimum of one (1) hour regular rate.

F. Mandatory meetings, including the regular Monday a.m. meetings, will be compensated at the regular rate plus shift premium when applicable.

G. Meetings which may be needed between a bus driver and a parent will be compensated at the regular rate.

H. When on an extra trip outside the District, the driver is allowed to leave the site of the event for a period of one (1) hour for the purpose of eating lunch or dinner. The driver will be allowed to leave only after informing the coach/staff member of the group that is being escorted of his/her destination and also a phone number by which they can be contacted. The driver will be allowed to leave only if the trip is going to be 2.5 hours or more in length and is added on to your regular run. If the trip is longer than seven hours, the driver will be allowed to leave for two meal periods. The driver will be expected to be back from a meal period at least 45 minutes prior to the ending time of the event. In times of inclement weather or other emergency situations the driver may be asked to remain at the site because of possible safety issues.

I. Drivers will be given a meal allowance of up to $10.00 per meal for meals that are purchased off site with the number of allowed each day to match customary meal periods. Receipts for each meal will be required.

J. Drivers will be paid up to ½ hour per week for cleaning the inside of their bus. Drivers who choose to wash the outside of their bus will be paid one (1) hour per week to do so. This is to be over and above the regular driving time.

K. Drivers on an extended trip involving more than one day will be paid for eight (8) hours at their regular rate for each day they are with the group involved in the trip. Related expenses such as meals and lodging will be paid for in advance or reimbursed by the District.

L. Contract re-opener for wages only for 2026-2027 and 2027-2028.

2025-2026 Wage Scale includes a 5% increase over 2024-25 for all positions except bus drivers. The bus drivers were increased to the specific dollar amount listed below.

Classification	**0-5 Years**	**6-10 Years** (1% increase over 0-5 years)	**11-15 Years** (1% increase over 6-10 years)
Bus Driver	$ 20.00	$ 21.00	$ 22.00
Baker	$ 16.56	$ 16.73	$ 16.89
Head Cook	$ 17.22	$ 17.39	$ 17.57
Kitchen Assistant	$ 15.98	$ 16.15	$ 16.31
Lunch Time Monitor	$ 13.76	$ 13.89	$ 14.03
Library Paraprofessional	$ 14.48	$ 14.63	$ 14.77
Instructional & Non-Instructional Paraprofessional	$ 14.42	$ 14.56	$ 14.71
Playground Paraprofessional/Crossing Guards	$ 15.27	$ 15.42	$ 15.58
Attendance Clerk	$ 14.09	$ 14.24	$ 14.37
Secretary	$ 18.20	$ 18.39	$ 18.56
Custodian	$ 17.96	$ 18.14	$ 18.32
Custodial Second Shift Premium (Article 18.C.)	$ 18.86	$ 19.05	$ 19.24
Custodial & Food Service Employees who regularly work less than 40 hours/week will receive their hourly rate plus $2.00/hour for work completed for a special event outside of their normal schedule.			

Longevity to be paid on the first pay of January each year according to the following schedule:
Employees with 5-10 years' experience - $550.00
Employees with 11-15 years' experience - $700.00
Employees with 16 or more years' experience - $900.00

The Board carefully assesses employee attendance in making its staffing decisions (i.e. promotions, etc.) and in employee performance appraisals.

Department meetings paid at hourly rate and will be required unless absence has been preapproved by the supervisor.

School Improvement/Professional Development will be paid for up to eight (8) hours per day at the regular hourly rate of pay plus shift premium if applicable.

**Custodial and Kitchen Staff used for preparation (set-up) will be paid at regular hourly rate unless overtime.

ARTICLE 20. EXTRA TRIPS

A. Probationary drivers are eligible for trips if a full-time driver is not available.

B. The Supervisor reserves the right to assign any extra trip to first year drivers.

C. Drivers are not chaperones and do not have to stay with students unless necessary to ensure the health, safety and welfare of the students.

D. The driver must check with the person in charge before leaving with the bus for any reason. The person in charge must have the ability to contact the driver at all times. In case of emergency, drivers must be available and able to be ready to drive within thirty (30) minutes at all times.

E. Drivers who are driving, and plan to chaperone their own children, must have pre-approval by the Supervisor. Not all trips allow drivers to be chaperones.

F. Drivers must leave at the scheduled time. Drivers are paid fifteen (15) minutes before leave time, and fifteen (15) minutes after. The fifteen (15) minutes before includes pre-trip and load time. The fifteen (15) minutes after is for cleaning the bus.

G. All trips will be dealt with in rotation fashion. Drivers must be present at the weekly meetings to bid a trip.

H. EXTRA TRIP MARKS:

BID DAY to 24 Hours BEFORE DEPARTURE:
"0" = if refused, "X" = if accepted

LESS THAN 24 HOURS. TO 6 HOURS BEFORE DEPARTURE:
No "0" if refused, Get "X" if accepted

6 HOURS - 0 HOURS BEFORE DEPARTURE:
No "0" if refused, No "X" if accepted.

DRIVER(S) HAS (SAME TIME) TRIP WHEN ASKED:
If a driver already has a trip and no other trips are available to select, asked driver(s) will receive a "-1", "-2", etc. All "-1", or "-2", have priority over "C1" trip cancellations and regular bid rotation.

TRIP CANCELLATIONS:
Driver(s) gets a "C1", "C2", etc. for cancelled trip(s). Bidding will then start with "-1", C1",then will return to regular bid rotation where it left off.

If a trip is returned by a driver for any reason, the driver is to get an "X" on the next week's bid-board square. Therefore, the next chance to bid for a trip is forfeited.

If a driver has a trip already, the driver will get a"-" dash.

Should there be more than one dash or cancellation handed out, a numbering system will be added to the"-" or "C". (For example: "-1 ", "-2" or "Cl ", "C2"). Dashes always have priority over cancellations. It is possible to have two (2) or more dashes and or/cancellations in one (1) square. All dashes and cancellations in one (1) square shall be bid from the square.

If an employee bids on a trip and the trip date is changed within the same week of the bid, the driver will be given first chance to take the trip if available. The driver will not be penalized if unavailable to take the rescheduled trip. The driver will then be given a "C". If the trip is rescheduled outside of the same week it shall go into regular rotation.

I. Extra trips over six (6) hours, driver will be paid wait time wage.

J. Trips may be traded with the approval of the supervisor.

K. Drivers that show up for their regular route and/or an extra trip that has been cancelled will be compensated for one (1) hour of time at the regular rate of pay. Drivers will not be charged for it, and it will be considered a cancellation.

L. The practice is that the Coach or adult traveling with the students determine the place to eat providing there is time.

M. Admission to events: Normally, bus drivers do not pay to get into events. However, at State-held functions, admission is charged. Drivers charged an entry fee when driving on a trip must save the ticket stub and/or get a receipt and declare it on the reimbursement sheet.

N. ROUTE BID MEETING

Regular Runs:

1. A route bid meeting is held approximately two (2) weeks before the start of the new school year.
2. All drivers, if interested in bidding for a route, must attend and must be current in all physicals and training before the first day of school.
3. Route bidding is done on a seniority basis, starting with the driver with the highest seniority making the first bid, second highest seniority driver making the second bid and so on until all runs have a driver. This route bid meeting shall be the beginning of bidding of scheduled extra trips.
4. When eligible drivers are on a run during the weekly extra trip bid meeting, the driver may give the supervisor a written request to bid on the extra trips they are interested in.

O. The current process of drop-offs will continue. If an issue arises it will be discussed by both parties.

ARTICLE 21. 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 22. 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, alternation or additions, only by a subsequent written agreement between, and executed by duly authorized agents of 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 23. PENSION

Pension is provided through Michigan Public Schools Employee Retirement System (MPSERS)

ARTICLE 24. MICHIGAN PAID MEDICAL LEAVE ACT

MCL. 408.961

ARTICLE 25. EMERGENCY FINANCIAL MANAGER

If an Emergency Financial Manager appointed to the District under Local Government and School District Fiscal Accountability Act may reject, modify or terminate this collective bargaining agreement as provided in Local Government and School District Fiscal Accountability Act.

ARTICLE 26. COMMUNICATIONS AND AMENDMENTS TO THE AGREEMENT

In the event the parties mutually agree to alter an existing condition of the contract, established procedure, or negotiate new provisions into the agreement; the amendments and/or additions will be subject to the parties' ratification procedures.

ARTICLE 27. CONTRACT DURATION

The agreement is for three (3) years expiring June 30, 2028. Contract may be opened for wages only for the 2026-27 and the 2027-28 school years.

Notice of termination or modification shall be in writing and shall be sufficient if sent by certified mail and addressed, if to the Union, to Chapter Chairperson with a copy to Michigan Council 25, AFSCME, AFL- CIO, 1034 North Washington Avenue, Lansing, MI 48906; and if to the Employer, to Byron Area Schools, 312 W. Maple Avenue, Byron, MI 48418, or to any such address as the Union or the Employer may make available to each other.

If neither party shall give notice to terminate this Agreement as provided above, the Agreement shall continue in effect for successive periods of one year, unless and until written notice of termination is given on or before May 1, on any subsequent contract anniversary date.

In Witness Whereof, the parties have executed this Agreement by their duly authorized representative the day and year first written above.

BY _____
President of the Board

_____
Superintendent of Schools

BY _____
Chapter Chairperson

_____
Bargaining Committee Member