

MASTER CONTRACT

BETWEEN

BOYNE FALLS  
BOARD OF EDUCATION

AND THE

SUPPORT PERSONNEL MEA/NEA

2005-2006

15030

06 30 2006

MEA/NEA

O C F T

## SECTION 1.1

### AGREEMENT

- A. This Agreement entered into this 1<sup>st</sup> day of September, 2005, by and between the Michigan Educational Support Personnel/MEA/NEA, as hereinafter called the "Union" and Boyne Falls Board of Education, hereinafter called the "Employer".
- B. In consideration of the following mutual covenants, it is hereby agreed as follows:

## SECTION 1.2

### RECOGNITION

- A. The Boyne Falls Board of Education hereinafter "Employer" hereby recognizes the Michigan Educational Support Personnel Association (MESPA), an affiliate of the National Education Association, hereinafter the "Union" as the sole and exclusive bargaining representative, for the purpose of and as defined in the Public Employment Relations Act, as amended, MCLA 423.201, *et seq.*; MSA 17.455(1) *et seq.*, (PERA) for all full-time and regular part-time office personnel (as certified by the Michigan Employment Relations Commission), aides, food service, clerical, custodial/maintenance, and transportation employees, but excluding one confidential employee, substitutes, and all others.
- B. Unless otherwise indicated, use of the term "bargaining unit member" when used hereinafter in this Agreement, shall refer to all members of the above defined bargaining unit in the following categories:
1. Full-time: A bargaining unit member who is employed at least thirty (30) hours per week.
  2. Part-time: A bargaining unit member who is employed less than thirty (30) hours per week.
  3. Probationary: A bargaining unit member who is employed to fill a full or part-time position for a trial period of sixty (60) work days of actual on the job work. Bus driver applicants are subject to an extension of the probationary period, if necessary, to accommodate working for at least fifteen (15) days during snow covered or icy road conditions.
  4. School-year bargaining unit members/employees: Bargaining unit members are those whose employment follows the school calendar.
  5. Full-year bargaining unit members: Bargaining unit members who are employed to work on a twelve (12) month basis.

## SECTION 1.3

### PURPOSE

- A. This Agreement is negotiated pursuant to the Public Employment Relations Act. 336 of the Public Acts of 1947 as amended, to establish the wages, hours, terms and conditions of employment for the members of the bargaining unit herein defined.
- B. The Employer and the Union recognize the importance of orderly and peaceful labor relations for the mutual interest and benefit of the Employer, bargaining unit members, and the Union. The Employer and the Union further recognize the mutual benefits of just and expeditious resolution of disputes which may arise as to proper interpretation and implementation of this Agreement and accordingly, have included herein a grievance procedure for the effective processing and resolution of such disputes.
- C. The wages, hours, terms, and conditions of employment in this Agreement shall remain in effect during the term of this Agreement. The parties agree that their undertakings in this Agreement are mutual. Any previous established practice, policy, rule or regulation, which is in conflict with a provision of this Agreement shall be superseded and replaced by this Agreement.

**SECTION 1.4**

**DURATION OF AGREEMENT**

- A. This Agreement shall be effective as of September 1st, 2005 and shall continue in effect until the 31<sup>st</sup> of August, 2006.
- B. In witness whereof, the parties hereto have caused this Agreement to be signed by their representatives on this 1st day of September, 2005.

BOYNE FALLS  
BOARD OF EDUCATION

MICHIGAN EDUCATIONAL SUPPORT  
PERSONNEL/MEA/NEA

BY: \_\_\_\_\_  
Marvin W. Schwem  
Board of Education President

BY: \_\_\_\_\_  
Tom Griffin  
President, MESP/MEA/NEA

BY: \_\_\_\_\_  
Joe Skop  
Board of Education Vice President

BY: \_\_\_\_\_  
Kathi Miller  
Vice President, MESP/MEA/NEA

BY: \_\_\_\_\_  
Phyllis Marchinkewicz  
Board of Education Secretary

BY: \_\_\_\_\_  
Mary Matelski  
Secretary, MESP/MEA/NEA

BY: \_\_\_\_\_  
Jim Hawkins  
Board of Education Treasurer

BY: \_\_\_\_\_  
Debbie Kuhn  
Co-Treasurer, MESP/MEA/NEA

BY: \_\_\_\_\_  
Gary Urman  
Superintendent

BY: \_\_\_\_\_  
Marilyn Seelye  
Co-Treasurer, MESP/MEA/NEA

BY: \_\_\_\_\_  
Dave Bowman  
Uniserv Director

## SECTION 1.5

### ASSOCIATION DUES AND PAYROLL DEDUCTIONS

- A. The Board of Education shall make a payroll deduction, upon written request from the bargaining unit member, for annuities, credit union, savings bonds, medical and hospitalization insurance, union dues, and other plans or programs approved jointly by the Board and the Association.
- B. All authorizations for payroll deductions will be in the Superintendent's office by the first Friday of school.
- C. Hospitalization insurance and union dues will be deducted from the first pay each month. Annuities, credit union, savings bonds, and other approved plans or programs will be deducted each pay.
- D. Union dues shall include the local MESPA, Michigan Education Association (MEA), and the National Education Association (NEA).
- E. Each bargaining unit member shall, as a condition of employment, on or before thirty (30) days from the date of commencement of duties or the effective date of this Agreement, whichever is later, join the Association or pay a Service Fee to the Association not to exceed the amount of dues uniformly required of members of the Association, including local, state and national dues. The bargaining unit member may authorize payroll deduction for such fee. In the event that the bargaining unit member shall not pay such service fee directly to the Association or authorize payment through payroll deduction, the employer shall, pursuant to MCLA 408.477; MSA 17.277 (7) and at the request of the Association, deduct the service fee from the bargaining unit member's wages and remit same to the Association. Payroll deductions made pursuant to this provision shall be made in equal amounts, as nearly as may be, from the paychecks of each bargaining unit member. Moneys so deducted shall be remitted to the Association, or its designee, no later than twenty (20) days following deduction.
- F. Pursuant to Abood v. Detroit Federation of Teachers, 431 U.S. 209 (1977), the Association established a procedure set forth in the "Policy Regarding Objections to Political-Ideological Expenditures." If any person paying service fees hereunder objects to the expenditure by the Association (including MEA or NEA) of any funds collected by him/her pursuant to provision E above, such person may present such objection pursuant to that policy and the procedures therein set forth; however, challenge to any such expenditure shall not relieve the person of the obligation of paying the service fee or any portion thereof pending final determination thereunder. The remedies set forth in such policy shall be exclusive, and unless and until such procedures, including any judicial review thereof, shall have been availed of and exhausted, no dispute, claim or complaint by such objecting bargaining unit member concerning the issue is subject to the grievance procedure set forth in this Agreement, or any other administrative or judicial procedures.

- G. The Association agrees to indemnify and save the Board, including each individual school board member, harmless against any and all claims, demands, costs, suits, or other forms of liability including back pay and all court or administrative agency costs that may arise out of or by reason of action by the Board for the purpose of complying with Section A through F of this Article subject to the following conditions.
1. The damages have not resulted from misfeasance or malfeasance of the Board or its agents.
  2. The Association has the right to decide whether or not to appeal the decision of any court or other tribunal regarding the validity of the section or the costs which may be assessed against the Board by any court or tribunal.
  3. The Association shall have the right to compromise or settle any claim made against the Board under this section.

## **SECTION 1.6**

### **NEGOTIATION PROCEDURES**

- A. It is contemplated that the terms and conditions of employment provided in this Agreement shall remain in effect during the term of this Agreement. Nevertheless, because of the special nature of the public educational process, it is likewise recognized that matters previously unforeseen or not negotiated may be negotiated by mutual consent of the parties. It is in the public interest that the opportunity for mutual discussion of such matters be provided.
- B. It is contemplated that matters not specifically covered by this Agreement but that may be of common concern to the parties will be dealt with in a mutually-scheduled meeting. This does not obligate either party to bargain collectively during the life of this Agreement about matters covered in this Agreement
- C. Negotiations between the parties on a successor Agreement shall begin at least sixty (60) days prior to the expiration of the contract term. Before each negotiation session officially adjourns, the agenda, time, and place for the next session shall be mutually agreed upon by the chief negotiators. When negotiations are conducted during regular school hours, released time shall be provided for the union's negotiating committee.
- D. Copies of this Agreement shall be printed at the expense of the Board within thirty (30) days, if possible, after it is signed, and shall be presented to all bargaining unit members now employed or hereafter employed by the Board. The MESPA shall be provided with five (5) copies, at no charge to it, for its use.

## SECTION 1.7

### GRIEVANCE PROCEDURE

#### A. Definitions.

1. A grievance shall mean an allegation by a bargaining unit member, group of bargaining unit members or the Union of a violation of the express terms of this Agreement.
2. A grievance shall not include the termination of services or failure to reemploy any probationary bargaining unit member.
3. The Union shall designate representatives as necessary to handle grievances. The Employer hereby designates the Principal to act as its representative at Level One as hereinafter described and the Superintendent or his/her designee to act at Level Two as hereinafter described.
4. The term "days" as used herein shall mean days in which school is in session.
5. A written grievance as required herein shall contain the following:
  - a. It shall be signed by the grievant or grievants;
  - b. It shall be specific;
  - c. It shall contain a synopsis of the facts giving rise to the alleged violation;
  - d. It shall cite the Section(s) or Subsection(s) of this contract alleged to have been violated;
  - e. It shall contain the date of the alleged violation;
  - f. It shall specify the relief requested.

Any written grievance not in compliance with the above requirements may be rejected as improper. Such a rejection shall not void the grievance.

#### B. Hearing Levels.

1. Level One: A bargaining unit member alleging a violation of the express provisions of this contract shall within seven (7) days of its alleged occurrence or within seven (7) days after the bargaining unit member, group of bargaining unit members or the Union reasonably has knowledge thereof, orally discuss the grievance with the Principal in an attempt to resolve same.

If no resolution is obtained within (7) days of the discussion, the employee shall reduce the grievance to writing and proceed within seven (7) days of said discussion to Level Two.

2. Level Two: A copy of the written grievance shall be filed with the Superintendent or his/her designee as specified in Level One with the endorsement thereon of the desire of the grievant(s) to proceed to Level Two. Within seven (7) days of the receipt of the grievance, the Superintendent or his/her designee shall arrange a meeting with the grievant and his/her representative to discuss the grievance. Within seven (7) days of the discussion, the Superintendent or his/her designee shall render his/her decision in writing, transmitting a copy of the same to the grievant, the Union secretary and the Principal of the building in which the grievance arose and shall place a copy of same in a permanent file in his/her office.

If no decision is rendered within the seven (7) days of the discussion, or the decision is unsatisfactory to the grievant and the Union, the grievant shall within seven (7) days appeal same to the Employer by filing such written grievance along with the decision of the Superintendent with the officer of the Employer in charge of drawing up the agenda for the Employer's next regularly scheduled Board meeting.

3. Level Three: Upon prior application as specified in Level Two, the Employer shall allow the employee and/or his/her Union representative an opportunity to be heard at the meeting for which the grievance was scheduled. Within seven (7) days from the hearing of the grievance, the Employer shall render its decision in writing.

Upon mutual written agreement of the parties, the Employer may extend the timeline specified within this paragraph for the purposes of further investigation or hearings regarding the grievance or to allow the parties to submit the matter to mediation before a Mediator appointed by the Michigan Employment Relations Commission. Within seven (7) days of the conclusion of the extended timeline, the Employer shall render its decision in writing.

4. Level Four: Individual employees shall not have the right to process a grievance at Level Four.
  - a. If the Union is not satisfied with the disposition of the grievance at Level Three, or if no decision has been rendered within the specified time limits, it may within seven (7) days of either the receipt of the decision or the expiration of the time limit as appropriate, refer the matter to the American Arbitration Association, in writing, and request the appointment of an Arbitrator in accord with its rules which shall likewise govern the Arbitration proceeding.
  - b. Neither party may raise a new defense or ground at Level Four not previously raised or disclosed at other written levels.
  - c. The decision of the Arbitrator shall be final and binding on the parties.



- d. Powers of the Arbitrator are subject to the following limitations:
1. He/she shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement.
  2. He/she shall have no power to establish salary scales.
  3. He/she shall have no power to change any practice, policy or rule of the Employer nor substitute his/her judgment for that of the Employer as to the reasonableness of any such practice, policy, rule or any action taken by the Board as long as said practice, policy, rule or action is not in violation of any provision of this Agreement.
  4. He/she shall have no power to decide any question which, under this Agreement, is within the responsibility of the Employer to decide.
  5. He/she shall have no power to interpret State or Federal law.
  6. He/she shall not hear any grievance previously barred from the scope of the Grievance Procedure.
  7. In the event that a case is appealed to the Arbitrator on which he/she has no power to rule, it shall be referred back to the parties without decision or recommendation on its merits.
  8. 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.
  9. Arbitration awards or grievance settlements will not be made retroactive beyond the date of the occurrence or non-occurrence of the event upon which the grievance is based.
  10. He/she shall have no power to invoke punitive damages.
- e. The fees and expenses of the Arbitrator shall be shared at the rate of 50% for the Union and 50% for the Employer.
- f. Should a bargaining unit member fail to institute a grievance within the time limits specified, the grievance will not be processed. Should a bargaining unit member fail to appeal a decision within the limits specified, all further proceedings on a previously instituted grievance shall be barred.

- g. All preparation, filing, presentation or consideration of grievances shall be held at times other than when an employee or participating Union representative are to be at their assigned duty stations except:
  - 1. When mutually agreed by the parties otherwise, and
  - 2. When required by the schedule of the Mediator or the Arbitrator.
- h. The time limits provided in this Article shall be strictly observed but may be extended by written agreement of the parties. In the event a grievance is filed after May 15 of any year, the Employer shall use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.
- i. Notwithstanding the expiration of this Agreement, any claim or grievance arising thereunder may be processed through the Grievance Procedure until resolution.
- j. If the grievance is satisfactorily resolved at any level, action on the grievance shall terminate.

## **SECTION 1.8**

### **SEPARABILITY**

- A. If any provision of this Agreement or any application of this Agreement to any bargaining unit member or employee or group of bargaining unit members or employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law; but all other provisions or application shall continue in full force and effect.
- B. If is further agreed that within ten (10) days of notification of a final and binding determination of such illegality, the employer and union will commence negotiations to reach a new Agreement concerning the subject matter of the provision determined to be illegal.

## **SECTION 2.1**

### **VACANCIES, TRANSFERS AND PROMOTIONS**

- A. A vacancy shall be defined as a newly-created position or a present position that is not filled within the bargaining unit that the Employer has determined to fill. The Board and the Association agree that vacancies should be filled on a timely basis. To that end, the parties further agree that the decision to fill a vacancy shall be published by the Board, absent extenuating circumstances, within twenty (20) days of the Board's reasonable knowledge of the vacancy (e.g. letter of resignation, retirement), or by the next regularly scheduled Board meeting, whichever is later. When a decision to fill a vacancy has been made and

published in the form of a posting, the position shall be filled, absent extenuating circumstances, within thirty (30) days of the expiration of the posting period. Should not suitable candidate(s) be found for the position, the position may be reposted, at the Board's option.

- B. All vacancies shall be posted in a conspicuous place in each building of the district for a posting period of ten (10) work days. During summer recess, fifteen (15) working days shall be the posting period and during this recess, "working days" means Monday through Friday and the posting shall be mailed to all bargaining unit members at their last known address. It shall be the bargaining unit member's responsibility to keep his/her address current. Said posting 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
  6. Classification
  7. Minimum requirements
  8. Qualifications
- C. Interested bargaining unit members may apply in writing to the Superintendent or designee within the appropriate posting period.
- D. Vacancies shall be filled with the most qualified seniored applicant from within the affected classification. Should no bargaining unit member from the affected classification apply, the vacancy shall then be posted outside of the bargaining unit. If, however, a bargaining unit member from a different classification who possesses the necessary qualifications applies, then he/she shall be given preference over outside applicants provided that the bargaining unit member is fully qualified for the position.
- E. Within ten (10) work days after the expiration of the posting period, the Employer shall make known its decision as to which applicant has been selected to fill a posted position. Each applicant shall be so notified in writing with a copy provided to the Union.
- F. In the event of promotion in or transfer from one classification to another, the bargaining unit member shall be given a sixty (60) actual on the job work day trial or an extension as provided in Article 1.2, B, 3. in which to show his/her ability to perform on the job. The Employer shall give the promoted or transferred bargaining unit member reasonable assistance to enable him/her to perform up to the Employer's standards on the new job. If the bargaining unit member is unable to demonstrate ability to perform the work required during the trial period or at the option of the affected bargaining unit member, the bargaining unit member shall be returned to his/her previous assignment.
- G. The parties agree that involuntary transfers of bargaining unit members are to be affected only for reasonable and just cause.

- H. Any bargaining unit member who temporarily assumes the duties of another bargaining unit member will be paid the regular rate for those duties. A bargaining unit member's pay rate shall not be reduced as the result of any temporary changes in duties.

## SECTION 2.2

### BARGAINING UNIT MEMBER EVALUATIONS

- A. All monitoring or observation of the work of each bargaining unit member shall be conducted in person and with full knowledge of the bargaining unit member. It is understood that certain factors in an evaluation that are observable on a day-to-day basis (*i.e.* punctuality, relationships with parents and staff, attendance at required meetings and submission of required forms) may not be observed during formal observation under the above, yet are deemed appropriate by the parties for inclusion in the evaluation.
- B. Bargaining unit member evaluation shall be by formal observation of bargaining unit member work. Observations shall be for periods of time that accurately sample the bargaining unit member's work. Each bargaining unit member, upon his/her employment or at the beginning of the school year – whichever is later – shall be apprised of the specific criteria upon which he/she will be evaluated. The criteria shall be limited to the actual performance of the job duties. Work outside of the bargaining unit member's school-assigned duties shall not be evaluated. Evaluations shall be by personal observation conducted by the bargaining unit member's immediate supervisor or other designated administrative staff.
- C. All evaluations shall be reduced to writing and a copy given to the bargaining unit member within ten (10) days of the evaluation. If the bargaining unit member disagrees with the evaluation, he/she may submit a written response which shall be attached to the file copy of the evaluation in question. If a supervisor believes a bargaining unit member is doing unacceptable work, the reasons therefore shall be set forth in specific terms, as shall an identification of the specific ways in which the bargaining unit member is to improve, and of the assistance to be given by the employer towards that improvement. In subsequent observation reports, failure to again note a specific deficiency shall be interpreted to mean adequate improvement has taken place.
- D. Following each formal evaluation – which shall include a conference with the evaluator – the bargaining unit member shall sign and be given a copy of the evaluation report prepared by the evaluator. In no case shall the bargaining unit member's signature be construed to mean that he/she necessarily agrees with the contents of the evaluation. A bargaining unit member may submit additional comments to the written evaluation if he/she so desires. All written evaluations are to be placed in the bargaining unit member's personnel file.
- E. At the completion of the probationary period, an evaluation of the bargaining unit member's work shall be completed, following the procedures of this provision.

- F. In the event a bargaining unit member is not continued in employment, the Employer will advise the bargaining unit member of the specific reasons therefore in writing with a copy to the Union.

### **SECTION 2.3**

#### **PERSONNEL FILES AND EMPLOYEE COMPETENCE**

- A. A bargaining unit member shall have the right to review the contents of all records, excluding initial references, of the Employer, pertaining to said individual, originating after the initial employment, and to have a Union representative present at such review.
- B. No material originating after the initial employment shall be placed in a bargaining unit member's personnel record unless he/she has had an opportunity to review said material. The bargaining unit member may submit a written notation regarding any material and the same shall be attached to the material in question. If a bargaining unit member is requested to sign material to be placed in his/her file, such signature thereon shall be understood to indicate his/her awareness of the material but in no instance shall said signature be interpreted to mean agreement with the material's content.
- C. Any complaint of a serious nature against a bargaining unit member will be called to the attention of the member within twenty-four (24) hours, absent extenuating circumstances, in which case it shall be done as soon as possible. If the Administration does not feel that the complaint is serious or if there are no grounds for the complaint, such issues will not be communicated to the member. No such complaint will be included in the member's personnel file or used in any disciplinary action unless and until the member has been informed of the complaint and the identity of the complainant is made known to the member (subject to the requirements of law or appropriate investigative or judicial bodies). If any material to be placed in the member's personnel file is shown to be illegal or in error, the material will be corrected or expunged from the file, whichever is appropriate.
- D. In the event that a Freedom of Information Act (FOIA) request for information contained in a member's personnel file is received, the administration shall promptly inform the member of the request. If the member objects to the release of the requested records, the District will take such time to the extent permitted by law to respond to the request in providing for the interests of the member.

### **SECTION 2.4**

#### **LAYOFF AND RECALL**

- A. The employer reserves the right to layoff employees in situations involving financial emergency, reduction in student count or funding necessitating layoff, a lack of needed work, or other legitimate business necessity. Bargaining unit members shall be laid off in accordance with Seniority Classification seniority; that is, the employee with the least Seniority Classification seniority shall be laid

off first. In the selection of employees for layoff, the school district shall retain those bargaining unit members with the greatest seniority within that classification provided the bargaining unit member is qualified to perform the work.

- B. Seniority Classification is defined as custodial, culinary, clerical, bus driver, and aide.
- C. Whenever a bargaining unit member is to be laid off, the school district shall notify the bargaining unit member and the Association President by mailing notice within ten (10) working days of the Board meeting in which the Board took layoff action, except in case of emergency. No layoffs shall be effective for twenty (20) calendar days, following notification.
- D. Laid-off bargaining unit members shall be recalled in accordance with Seniority Classification seniority; that is, the bargaining unit member with the greatest seniority shall be recalled first, provided that person has the ability and is able to perform the duties of the job that is open.
- E. When recalling laid-off bargaining unit members, the school district will notify them by certified mail at the last known address. If such bargaining unit member does not notify the school district within seven (7) working days from the mailing date of such notice that he/she will report for work on the date specified, or give a legitimate reason, as determined by the Superintendent, for delay beyond such time, he/she will be considered as having quit and all seniority shall be terminated. Seniority bargaining unit members shall have recall rights up to two (2) years from the date of lay-off.
- F. In the event of a reduction in the work hours in a classification as referenced in A above, bargaining unit members with the greater seniority in that classification may use same to maintain his/her normal work schedule by displacing bargaining unit members with less seniority on the work schedule. In no case shall a reduction of any bargaining unit member's work hours take effect until twenty (20) calendar days after written notice to the affected bargaining unit member(s) is given by the Employer.

## **SECTION 2.5**

### **BOARD RIGHTS AND RESPONSIBILITIES**

- A. The Board, on its own behalf and on behalf of the electors of the district hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan, and of the United States, including, but without limiting the generality of the foregoing, but not in conflict with the specific conditions of this Agreement, the right to:
  - 1. Manage and control the school's business, the equipment, the operations and to direct the working forces and affairs of the Employer.

2. Continue its rights and past practice of assignment and direction of work of all of its personnel, determine the number of shifts and hours of work and starting times and scheduling of all the foregoing.
  3. Direct the working forces, including the right to hire, promote, suspend and discharge employees for just cause, transfer employees, assign work or extra duties to employees, determine the size of the work force and to lay off and recall 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 institution of new and/or improved methods or changes therein.
  5. Adopt reasonable rules and regulations.
  6. Determine their qualifications and the conditions of continued employment.
  7. Determine the location or relocation of its facilities, including the establishment or relocations of new schools, buildings, departments, divisions or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities.
  8. Determine the placement of operations, production, services, 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, and amount of supervision.
  11. The right to contract or sub-contract is vested in the Employer. *Note: It is understood and agreed by the parties that during the life of this Agreement, should PA 112 be amended to remove subcontracting as a prohibited topic, the deleted portion above shall be reinstated at that time.*
- B. Limits on Board Rights: The exercise of the foregoing powers, rights, authorities, duties and responsibilities by the Board, the adoption of policies, rules and regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement.

## SECTION 2.6

### SENIORITY

- A. Seniority shall be defined as the length of service within the district as a member of the bargaining unit. Accumulation of seniority shall begin from the bargaining unit member's first working day. A paid holiday shall be counted as the first working day in applicable situations. In the event that more than one individual bargaining unit member has the same starting date of work, position on the seniority list shall be determined by drawing lots.
- B. Probationary bargaining unit members shall have no seniority until the completion of the probationary period at which time their seniority shall revert to their first day of work.
- C. For the purposes of this provision, all bargaining unit members shall be placed in one of the following classifications based on their current assignments:
  - 1. Lead Custodial/Maintenance
  - 2. Custodial
  - 3. Clerical
  - 4. Culinary
  - 5. Aide
  - 6. Bus Driver
- D. The Employer shall prepare, maintain and post the seniority list. The initial seniority list shall be prepared and posted conspicuously in the school building within thirty (30) work days after the effective date of this Agreement with revisions and updates prepared and posted annually thereafter. A copy of the seniority list and subsequent revisions shall be furnished to the Union. Any challenges to the accuracy of the seniority list must be made within thirty (30) work days of the posting, or the list will be considered accurate for that school year.
- E. Any bargaining unit member who has been incapacitated at his/her regular work by injury or compensable occupational disease while employed by the Employer may be employed at other work on a job that is operated by the Employer, which he/she can do, without regard to any seniority provisions in this Agreement.
- F. Seniority shall be lost by a bargaining unit member upon termination, resignation, retirement, or transfer to a non-bargaining unit position.
- G. For the purpose of reduction in personnel, layoff, and recall, a bargaining unit member working in more than one classification shall be deemed to be assigned to all appropriate classifications.



## SECTION 3.1

### UNION RIGHTS

- A. The Union and its representatives shall have the right to use Employer buildings at all reasonable hours for meetings provided such use does not interfere with school activities.
- B. Duly authorized representatives of the Union and its respective affiliates shall be permitted to transact official union business on Employer property at all reasonable times provided that this shall not interfere with or interrupt normal operations.
- C. The Union shall have the right to post notices of activities and matters of Union concern on designated bulletin boards.
- D. The Employer agrees to furnish to the Union, in response to reasonable requests, all available information concerning its financial resources and expenditures, and such other information as will assist the Union in developing intelligent, accurate, informed, and constructive proposals on behalf of bargaining unit members together with information the Union may require to process any grievance or complaint. The Association shall reimburse the Board for reasonable expenses incurred in furnishing information or records available.
- E. It is understood that the members of the bargaining unit set forth in the foregoing recognition clause have the responsibility for performing duties normally associated with those positions. *Note: It is understood and agreed by the parties that during the life of this Agreement, should PA112 be amended to remove subcontracting as a prohibited topic, the deleted portion above shall be reinstated at that time.*

## SECTION 3.2

### BARGAINING UNIT MEMBER RIGHTS AND PROTECTION

- A. Pursuant to the Michigan Public Employment Relations Act, as amended, MCLA 423.201 *et seq.*; MSA 17.455(1) *et seq.*; (PERA), 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 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 his/her membership in the Union; his/her participation in any activities of the Union or collective negotiations with the Employer, his/her institution of any grievance, complaint, or proceeding under this Agreement, with respect to any terms or conditions of employment.

- B. Nothing contained within this Agreement shall be construed to deny a bargaining unit member, rights he/she 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 except that such activities shall not interfere with the performance of the member's job duties.
- 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, or place or residence.
- E. No bargaining unit member shall be disciplined without just cause. The term "discipline" as used in this Agreement includes warnings, reprimands, suspensions, with or without pay, reductions in rank, compensation, discharges, or other actions of a disciplinary nature. The specific ground for disciplinary action will be presented in writing to the bargaining unit member and the Union no later than at the time discipline is imposed. Non-renewal of a probationary bargaining unit member's employment at the end of the probationary period provided that his/her job performance is not satisfactory is not subject to this paragraph.
- F. A bargaining unit member shall be entitled to have present a representative of the Union 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. The parties subscribe to the concept of progressive and corrective discipline as referenced in 3.2 E, above. To that end, the parties agree that the following procedure will be established:
  - 1. Discussion of problem
  - 2. Verbal warning
  - 3. Written reprimand
  - 4. Suspension without pay
  - 5. Dismissal

Any disciplinary action taken against an employee must be supported by just cause and be appropriate to the act or omission precipitating that discipline. The Board or designee may invoke a disciplinary penalty at higher steps of the disciplinary procedure where warranted.

### SECTION 3.3

#### BARGAINING UNIT MEMBER PROTECTION

- A. The Employer shall support and assist employees with respect to the maintenance of control and discipline of students in the employee's assigned work area. The Employer or its designated representative shall take reasonable steps to relieve the employees of responsibilities in respect to students who are disruptive or repeatedly violate rules and regulations.
- B. Any cause of assault upon a bargaining unit member in conjunction with his/her responsibilities to the school district shall be promptly reported to the Employer.
- C. Time lost by a bargaining unit member in connection with any incident mentioned in this Article shall not be charged against the bargaining unit member's sick leave accumulation even though the regular gross earnings shall be maintained up to a maximum of one (1) calendar year.
- D. In the event a complaint or charge is made by any person or group not employed by the Employer, against any bargaining unit member, the individual shall be given full information with respect thereto and with respect to any investigation conducted by the Employer before discipline is imposed, subject to the same requirements and/or limitations outlined under Section 2.3C.

### SECTION 3.4

#### WORKING CONDITIONS

- A. Bargaining unit members shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety, or well-being.
- 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 area. The Employer or its designated representative shall take reasonable steps to relieve the bargaining unit member of responsibilities in respect to students who are disruptive or who repeatedly violate rules and regulations. Bargaining unit members may use such physical force with a student as is necessary and allowable by law to protect themselves, a fellow bargaining unit member, teacher, an administrator, or another student, from attack, physical abuse or injury, or to prevent damage to property.
  - 1. No bargaining unit members shall be required to dispense or administer medication except such tasks may be imposed subject to the requirements, limitations and compensation referenced under (2) here below.
  - 2. No bargaining unit member shall be required except in an emergency to perform tasks which would normally be associated with qualified medical personnel or personal hygiene (e.g. catheterization, stoma bags, injections, suctioning, diapering, etc.). Should a member accept such an assignment,

he/she shall be provided with full training at no cost to the bargaining unit member and at his/her appropriate hourly rate as well as safety equipment necessary for the work. Any member performing such duties on a voluntary basis shall be paid an additional twenty-five cents (\$.25) per hour. Members performing such duties shall be indemnified and held harmless by the Board as provided below when such duties are performed with reasonable care and according to established Board policy.

Should no member volunteer for such assignment, the Board may assign the duties to the least senior bargaining unit member available to perform such the duties. Should such assignment be made, the member so assigned shall be given training, indemnification and compensation provided herein.

It is further agreed that the Board will remit the premium amounts for an Errors and Omissions Insurance Policy to cover members, (to the extent permitted by law), whose actions comply with Board policies, and are within the appropriate scope of their normal job duties, including duties as provided in this section. The terms of the insurance policy shall be controlling regarding defense or indemnity of bargaining unit members. The insurance policy carried by the Board shall provide policy limits for Two Million (\$2,000,000.00) Dollars coverage. The Board does not agree to self-insure for obligations beyond the insurance policy, or in the event of a policy exclusion or limitation. The sole obligation undertaken by the Board shall be limited to payment of premium amount for such coverage, subject to the conditions enumerated in this paragraph. If the Board is unable to obtain liability insurance protection at a reasonable premium level, the Association shall be notified and the insuring provisions of this section become inoperative. If such occurs, no member shall be required to perform the ascribed duties under the above provision.

- C. A bargaining unit member shall be responsible only to the administrator and said administrator shall be designated by the Employer at the beginning of each school year with written notification provided to each bargaining unit member. In the absence of an administrator, bargaining unit members shall not be held accountable or made responsible for the administration or supervision of the building.

### **SECTION 3.5**

#### **HOURS OF WORK**

- A. The normal work year for school-year bargaining unit members shall follow the school calendar. The normal work year for all other (full-year) bargaining unit members shall be twelve (12) months, September 1 through August 31.
- B. The normal work week for all bargaining unit members is Monday through Friday.

C. The Lead Custodian shall be dismissed at 12:00 noon on Fridays in order to check the building on Saturday and Sunday. Inspection of the building and facility each day shall be complete in order to maintain safe and proper operation and integrity of the plant. On days that students are not regularly-scheduled, the afternoon shift will be allowed to work days; however, if an evening public meeting is being held in the school building, one (1) custodian may be required to work.

D. The normal work day is as follows:

- |    |                             |   |
|----|-----------------------------|---|
| 1. | Lead Custodial/Maintenance: | 6:00 a.m. – 2:00 p.m.   |
| 2. | Regular custodian:          | 3:00 p.m. – 11:00 p.m.  |
| 3. | General Secretary:          | 8:00 a.m. – 2:00 p.m.   |
| 4. | Principal's Secretary:      | 8:30 a.m. – 3:00 p.m.   |
| 5. | Teacher Aide:               | 8:15 a.m. – 2:15 p.m.   |
| 6. | Head Cook:                  | 7:00 a.m. – 2:00 p.m.<br>plus one hour at home  |
| 7. | Assistant Cook:             | 8:00 a.m. – 2:00 p.m.   |
| 8. | Bus Driver Driving Time:    | one and one-half (1-1/2) hours<br>for each trip, plus fifteen (15)<br>minutes cleanup per trip. |

In the event that circumstances warrant the examination of possible change to the structure of the school day, the parties will meet at the request of either party for the purpose of negotiation over the impact of such change.

E. Excluding bus drivers, bargaining unit members shall have a paid lunch period of thirty (30) minutes duration.

F. All bargaining unit members will be entitled to two (2) fifteen (15) minute relief times except that bargaining unit members working less than the normal work day may receive one (1) fifteen (15) minute relief time. Bargaining unit members working overtime will be entitled to an additional fifteen (15) minute relief time for every two (2) hours worked.

G. Overtime shall be divided among bargaining unit members within each department as follows:

1. Overtime shall first be offered to the bargaining unit member who is qualified to do the activity having the greatest department seniority. If all bargaining unit members within the affected department refuse the overtime following a second offer, the least seniored bargaining unit member, who is qualified to perform the work, may then be required by the Employer to perform the overtime work.
2. Overtime shall be covered by the use of an "Overtime Chart" and will be offered to each bargaining unit member in rotation based on seniority. Overtime that is refused by a bargaining unit member will be charged on the Overtime Chart for the purpose of balancing the overtime.

- H. Overtime that is unused by a bargaining unit member who has suffered injury on the job will not be charged against him/her on the Overtime Chart for up to one (1) calendar year. Upon his/her return, every effort shall be made to adjust this loss by giving him/her first assignment on the overtime.
- I. The Employer shall provide substitutes, if necessary, due to the absence of a regular bargaining unit member; however, substitutes shall not be placed to perform the work of an absent regular bargaining unit member until other bargaining unit members regularly assigned to the department have been offered the work. It is understood that this does not mean, nor should it be interpreted as requiring the Administration to employ a bargaining unit member on a double shift as a result of this provision for more than three (3) days, unless it is mutually agreeable to the member and the Employer.
- J. A regular bargaining unit member assigned to perform the work of an absent bargaining unit member will be paid the regular rate for those duties; however, a bargaining unit member's pay rate shall not be reduced as a result of such assignment. Substitutes, if called at the discretion of the Employer, shall be used to perform bargaining unit work during instances of absence by regular bargaining unit members or when an unfilled temporary vacancy exists or whenever additional assistance is required.
- K. Inclement Weather: When school is closed due to inclement weather conditions, bus drivers, clerical, culinary, and aide bargaining unit members will not have to report and will be paid for those days. Should the school district have to make up time not worked but paid, above, as required by the state to meet the school code requirement for hours of instruction, then bargaining unit members as described above shall be required to work the make-up time without additional pay.
- On Inclement weather days, custodians and full-year clerical bargaining unit members will report for duty and shall be allowed to work their full shift upon arrival.
- L. The minimum call-in shall be for two (2) hours. For bus drivers working the ski run and special ed ski run only, the minimum call in shall be for three (3) hours, inclusive of drop-off and pick-up, unless the driver(s) are working a total of more than three (3) hours, in which case the driver(s) would receive the appropriate amount of credit. Drivers who take these runs shall be allowed to leave the resort and come home (with approval of the administration) or do their other runs in between drop-off and pick-up.
- M. Bus drivers shall wash busses at the Boyne City Bus Garage or at home one per week and before extra bus runs out of the district. Bus drivers shall be paid at their "extra run" hourly rate for time spent at this activity, inclusive of travel time to and from the Boyne City Bus Garage.

## SECTION 3.6

### SUBCONTRACTING

- ~~A. The duties of any bargaining unit member or the responsibilities of any position in the bargaining unit shall not be increased or transferred to persons not covered by This Agreement without the prior written agreement of the union. Nothing shall prevent the Employer from using social service, court appointed, or federal program workers provided such workers will not be used to supplant any employees assigned to regularly assigned duties.~~
- ~~B. The Employer agrees that supervisors or non unit personnel shall not be used at any time to displace bargaining unit members regularly employed in the bargaining unit except in emergencies. For purposes of this provision, an emergency shall be defined as an unforeseen circumstance or a combination of circumstances which call for immediate action in a situation which is not expected to recur.~~
- ~~C. The Employer will not subcontract work unless either the skills needed to perform the work as reasonably specified are unavailable within the bargaining unit and can not be obtained in a reasonable time or bargaining unit members who possess the skills or qualifications to perform needed work refuse to accept such additional responsibilities.~~

*Note: It is understood and agreed by the parties that during the life of this Agreement, should PA 112 be amended to remove subcontracting as a prohibited topic, the deleted section shall be reinstated at that time.*

## SECTION 3.7

### RETIREMENT

- A. All bargaining unit members shall be allowed to continue their employment with the employer until age seventy (70). After age seventy (70), bargaining unit members may continue their employment on a year-to-year basis upon written agreement with the employer.

## SECTION 3.8

### JOB DESCRIPTION AND CLASSIFICATION

- A. For each classification, job descriptions will be developed within a reasonable period after ratification of this Agreement. Said descriptions shall be developed by the Employer. The descriptions shall be distributed to all current bargaining unit members and to all new bargaining unit members when hired by the district. The descriptions will include at a minimum:
1. Job Title and Description
  2. Minimum Requirements
  3. A Statement of Required Tasks and Responsibilities

- B. Any evaluations of bargaining unit member's work performance shall be based upon the bargaining unit member's job responsibilities.
- C. The basic compensation of each bargaining unit member shall be as set forth in Schedule A. There shall be no deviation from said compensation rates during the life of this Agreement.
- D. The following conditions shall apply to all overtime work:
  - 1. Time and one-half will be paid for all hours worked over eight (8) hours in one (1) day or forty (40) hours in one (1) week and all hours worked on Saturdays.
  - 2. Double-time will be paid for all hours worked on Sundays and holidays. In the case of holidays, this will be in addition to holiday pay if the bargaining unit member is entitled to holiday pay for that day.
  - 3. Paid leave shall count toward hours worked.
  - 4. Compensatory time off may be given instead of overtime pay if mutually agreeable to the Employer and the bargaining unit member.

### **SECTION 3.9**

#### **INTERNET ACCEPTABLE USE**

- A. To provide an intellectual atmosphere that includes access to the Internet, the parties believe that all employees should have the opportunity to develop skills in using computer technology. Having access to the Internet will allow the employee to access and use the Internet to transmit material, which is consistent with the educational goals of the school district, as well as allow the employee to access and transmit appropriate material to be used in the educational environment.
- B. Whereas the parties recognize the educational value of Internet access at school using district equipment, they hereby agree to the following:
  - 1. The parties seek to educate young people in the use of the Internet as an assistive device to support student learning and achievement.
  - 2. The parties recognize that in order to support student learning and achievement the employee must use the Internet access in a responsible manner.
  - 3. The parties agree that the employees are released from any liability based upon information retrieved from the Internet by the student.
  - 4. The parties agree that the use of the District's electronic resources are for the purpose of (in order of priority):



- a. Support of the academic program
  - b. Telecommunications
  - c. General information
5. The parties agree that the District will periodically make determinations on whether specific uses of the electronic resources are consistent with the acceptable-use practice of the school.
  6. The District reserves the rights to any material stored in files which are generally accessible to others and will remove any material which the District believes to be unlawful, obscene, pornographic, or abusive. Staff members will not use their District-approved computer account to obtain, view, download, or otherwise gain access to such material. Misuse of this privilege may result in discipline as provided under article 3.2, including revocation of Internet use privileges.
  7. All information services and features contained on District or network resources are intended for the personal and school-related use of its registered users and any use of these resources for commercial-for-profit or other unauthorized purposes is expressly forbidden.
  8. Allowing the use of an account by someone other than the registered account holder is forbidden.
  9. The District and/or network does not warrant that the functions of the system will meet any specific requirements that the user may have, or that the network will be error free or uninterrupted; nor shall it be liable for any direct, indirect, incidental or consequential damages (including lost data, information, or time) sustained or incurred in connection with the use, operation, or inability to use the system.
  10. Consistent with Article 2.2, the use of electronic means, including E-mail and Internet usage, for purposes of evaluation of staff shall be strictly prohibited. In consideration for the privileges contained above, the staff member hereby agrees to abide by the requirements contained therein and releases the District network and its operators and administration from any and all claims of any nature arising from use or inability to use the District and/or network resources.

### **SECTION 3.10**

#### **SELF IMPROVEMENT**

- A. Any Bargaining Unit Member Teaching Assistant who takes the appropriate testing to become "highly qualified" as provided for under the Elementary and Secondary Education Act (ESEA), shall have his/her appropriate costs, including mileage, meals, and fees reimbursed by the board upon presentation of receipts that such costs have been incurred. Further, such assistants shall be granted paid release time to take such tests upon request.

- B. The district and the association shall agree upon and/or develop the Boyne Falls academic assessment for Title I paraprofessionals. The local assessment will fulfill the requirements of the Elementary and Secondary Education Act (ESEA) (20 USC 6319(c).
- C. If a paraprofessional has been determined by another school district or by the Michigan Department of Education as meeting the requirements of the ESEA, then s/he shall be considered by the district as meeting the requirements.
- D. For current paraprofessionals electing to meet the requirements of the ESEA through an academic assessment, training as approved by the superintendent shall be provided and paid by the district at the employee's regular hourly rate. Test charges as described above are defined as the first such test taken in each subject area needed and the next such test taken and passed if not passed the first time.
- E. An employee who is subject to the requirements of the ESEA who is unable to meet the requirements by the deadline established by law shall be laid off by the district with recall rights as established under Section 2.4 hereunder.

#### SECTION 4.1

##### ILLNESS AND DISABILITY

- A. At the beginning of each work year, each twelve (12) month bargaining unit member shall be credited with twelve (12) days of sick leave and each school year bargaining unit member shall be credited with ten (10) days of sick leave. The unused portion of the sick leave allowance for 1984-85 and 1985-86 work years shall accumulate from year to year without limitation. Beginning with 1986-87 work year the sick leave shall accumulate from year to year to a maximum of 120 days. The Employer shall furnish each bargaining unit member with a written statement at the beginning of each school year setting forth the total accumulated sick leave credit for said bargaining unit member.
- B. A bargaining unit member who is absent due to an injury which is compensable under Worker's Compensation may use his/her accumulated sick leave on a proportional basis, to supplement the benefit received from Worker's Compensation, such that the amount of expendable income the bargaining unit member receives from Worker's Compensation and sick leave does not exceed the amount of expendable income the bargaining unit member would have received from his/her regular salary amount according to his/her placement on the salary schedule at the time of the injury. The obligation of the Employer is only for the proportional amount necessary to supplement the maximum benefit provided to the bargaining unit member from Worker's Compensation until the bargaining unit member's accumulated sick leave is exhausted or the bargaining unit member is able to return to work, whichever happens first. Should this supplemental payment be found to be subject to the coordination requirements of Workers Compensation, such that the amount of the Worker's Compensation benefit is reduced, the bargaining unit member shall not be allowed to use of sick

leave and shall receive only the Worker's Compensation benefit provided by that statute.

- C. The sick leave days may be taken by a bargaining member for the following reasons and subject to the following conditions:
1. Personal Illness or Disability: The bargaining unit member may use all or any portion of his/her leave to recover from his/her own illness or disability, which shall include, in part, all disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery.
  2. Illness in the Immediate Family: The immediate family shall be interpreted as household members, parents, and parents-in-law. It is agreed that bargaining unit members may not use more than ten (10) of their accumulated sick leave days for this purpose in each work year.
- D. A bargaining unit member who is unable to work because of personal illness or disability and who has exhausted all sick leave available will be granted an unpaid leave of absence up to one (1) year for complete recovery from such illness or disability. Upon return from leave, a bargaining unit member will be assigned to the same position if available, or an equivalent position.
- E. A bargaining unit member who shows exceptional care in non-use of available sick days shall be given the following bonus on the last pay of the school year:

0 Days used for the school year	\$250.00
1 Day used for the school year	\$125.00
2 Days used for the school year	\$ 0.00

- F. Upon retirement, the Board shall reimburse the member or beneficiary for the number of accumulated sick leave days at the time of such termination, at the rate of twenty five dollars (\$25.00) per accumulated day, not to exceed 120 such days.

## **SECTION 4.2**

### **UNPAID LEAVES**

- A. Leaves of absence without pay or benefits not to exceed one year will be granted upon written request from a bargaining unit member as indicated under Paragraph B below. Requests for leaves of absence shall include the reason for the leave along with the notification of the beginning and ending dates of said leaves. Parent/Child Care leave requests shall also include a statement from the attending physician indicating the anticipated date of birth of the child, where applicable. A bargaining unit member returning from a leave of absence shall be reinstated to the same position and classification he/she held when the leave began. At least thirty (30) calendar days prior to the date a leave is scheduled to expire, a

bargaining unit member shall notify the Employer of his/her intent to return to work.

B. Unpaid leaves of absence may be taken for the following purposes:

1. Military Leave: A military leave of absence shall be granted to any employee who shall be inducted or shall enlist for military duty in any branch of the armed forces of the United States.
2. Union Office: A leave of absence of up to one (1) year may be granted, upon application, for the purpose of serving as an officer in its state or national affiliate. At the discretion of the Board, a one (1) year extension may be granted.
3. Public Service: A leave of absence, not to exceed one (1) year may be granted to any bargaining unit member, upon application, for the purpose of campaigning for, or serving in, a public office. At the discretion of the Board, a one (1) year extension may be granted.
4. Parental/Child Care: A leave of absence up to one (1) year may be granted to any (male or female) bargaining unit member for the purpose of child care. Said leave shall commence upon request of the bargaining unit member. At the discretion of the Board, a one (1) year extension may be granted.

Pursuant to the Family and Medical Leave Act of 1993, an employee who has been employed at least 12 months and worked at least 1,250 hours during the prior 12-month period is entitled to 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 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 medical 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 subparagraph.

## SECTION 4.3

### PAID LEAVES

- A. At the beginning of every school year each bargaining unit member shall be credited with three (3) non-accumulative days, to be used for the bargaining unit member's personal business. A personal business day may be used for any purpose at the discretion of the bargaining unit member. Cognizant of community relationships, each bargaining unit member is encouraged to use sound judgment in the use of such days. It is further understood such leave shall not be granted for the first day or the last day of the school year, nor on the first working day preceding or following a vacation or holiday.

A bargaining unit member planning to use a personal day or days shall notify his/her immediate supervisor at least three (3) days in advance, except in cases of emergency.

No more than two (2) bargaining unit members will be granted personal leave on any given day. In the event that more than two (2) bargaining unit members apply for such leave on any given day, the two (2) applications received first will be those approved. Exceptions may be granted for this limitation at the discretion of the superintendent on a non-precedent setting basis.

- B. The bargaining unit member shall be granted a maximum of three (3) days paid leave per death for immediate family members. Immediate family shall be interpreted as husband, wife, mother, father, brother, sister, children, grandchildren, and grandparents and the same members of the spouse's family or any relative living in the member's residence.
- C. Any bargaining unit member called for jury duty during work hours shall be paid his/her full salary for such time. The bargaining unit member agrees to return to the District any compensation he/she receives for jury duty, other than for expenses.

## SECTION 4.4

### HOLIDAYS

- A. All bargaining unit members shall have the following days off with pay. Pay shall be for the regularly scheduled hours of each bargaining unit member. Should the day off fall on a Saturday or Sunday, either Friday or Monday shall replace that day:

- |                           |                   |
|---------------------------|-------------------|
| 1. Labor Day              | 6. New Year's Eve |
| 2. Thanksgiving           | 7. New Year's Day |
| 3. Day after Thanksgiving | 8. Good Friday    |
| 4. Christmas Eve          | 9. Memorial Day   |
| 5. Christmas Day          |                   |

- B. Employees working summers shall have the days provided above plus July 4<sup>th</sup>.

#### **SECTION 4.5**

##### **VACATIONS**

- A. All full-year bargaining unit members shall receive paid vacation time on the basis of the following schedule:
- |   |   |         |
|---|---|---------|
| 1 year but less than 8 years experience   | - | 2 weeks |
| 8 years but less than 18 years experience | - | 3 weeks |
| 18 or more years experience               | - | 4 weeks |
- B. Full- year bargaining unit members shall have the right to choose the time of their vacation with the approval of their supervisor.
- C. Vacation time will be taken or lost and may not accumulate from year-to-year.

#### **SECTION 5.1**

##### **COMPENSATION**

- A. Extra trips will be assigned to bus drivers on a rotating basis by seniority.
- B. When a bargaining unit member is required to use his/her personal vehicle for school-related business, he/she will be paid according to Employer policy.

#### **SECTION 5.2**

##### **WAGE-RATE SCHEDULE**

###### **2005 – 06**

Increase 1.5% on step over the final 2004-05 salary schedule at the beginning of the contract year. On the last pay of the contract year, the salary schedule shall be refigured and paid retroactively (if necessary) on the following basis:

If the final total state aid to the district as determined by the formula;

2005-06 # FTE Students X State Foundation Grant

2004-05 # FTE Students X State Foundation Grant > 1.5% Increase,

Then the salary schedule shall be increased by the difference, not to exceed an additional 1.0%. The total 2005-06 increase shall not exceed 2.5% over the 2004-05 salary.

**Salary Schedule**

2005-06 (1.5% to be revised in June as per formula, if necessary)

Step	Head		General Secretary	Aide	Head Cook	Assist. Cook
	Custodian/Maint & Prin. Secretary	Custodian				
1	12.54	12.27	10.66	10.47	10.96	9.84
2	12.94	12.69	10.96	10.75	11.30	10.09
3	13.32	13.07	11.33	11.02	11.66	10.41
4	13.78	13.49	11.68	11.33	12.03	10.77
5	14.20	13.91	12.04	11.62	12.41	11.05
6	14.62	14.32	12.42	11.94	12.81	11.42
Longevity Step @ 11 Years	15.05	14.75	12.80	12.29	13.19	11.76
Longevity Step @ 16 Years	15.51	15.19	13.18	12.66	13.59	12.11
Longevity Step @ 21 Years	15.97	15.65	13.58	13.04	14.00	12.48

Longevity is given to employees on their anniversary date

**Bus Driver Schedule**

	Base	Mileage
<u>Regular Run</u>	6,575.40	0.359
Longevity @ 11 Years	6,772.67	0.370
Longevity @ 16 Years	6,975.85	0.381
Longevity @ 21 Years	7,185.12	0.393
<u>Kindergarten Run</u>	27.18	
Longevity @ 11 Years	28.00	
Longevity @ 16 Years	28.84	
Longevity @ 21 Years	29.70	
<u>Voc Ed Run</u>	39.35	
Longevity @ 11 Years	40.53	
Longevity @ 16 Years	41.75	
Longevity @ 21 Years	43.00	
<u>Extra Runs</u>	10.31	0.331
Longevity @ 11 Years	10.62	0.341
Longevity @ 16 Years	10.94	0.351
Longevity @ 21 Years	11.27	0.362

The # FTE students referenced above shall be determined by the blended enrollment figure as arrived at by using the fourth Friday count of a given year plus the preceding February count of the same calendar year, divided by two.

LONGEVITY: At the eleventh, sixteenth, and twenty-first years of service, each employee shall receive an additional three percent (3%) over their previous salary level.

### SECTION 5.3

#### INSURANCE PROTECTION

- A. The Board shall pay the premium costs of, without cost to the bargaining unit member, the following MESSA PAK insurance/Preventive Care Rider for a full twelve-month period for the bargaining unit member and his/her entire family. The co-pay and deductible amounts shall be \$5/10 per prescription and \$100/individual, \$200/family annual medical.

*Note: Previous Letters of Agreement regarding the establishment of \$5/10 Prescription Co-Pays and \$100/200 Deductibles and Board Reimbursement of same are hereby made null and void.*

- B. Bargaining unit members not electing health insurance shall receive MESSA Super Care I single amount to be applied as follows: An amount may be used toward MESSA Fixed Options as determined by the union. The balance of the subsidy may be used toward the MESSA Variable Options and/or MEFSA insurance programs. Any amount exceeding the Employer subsidy shall be payroll deducted. An open enrollment period shall be provided whenever contribution subsidy amount changes.

The Board shall provide a cash option in lieu of health benefits up to the amount of the Super Care I single subscriber premium according to the following:

1. The Board shall formally adopt a qualified plan document which complies with Section 125 of the Internal Revenue Code.
2. The amount of cash payment received may be applied by the bargaining unit member to an MEA financial service or other appropriate tax-deferred annuity. To elect a tax-deferred annuity, the bargaining unit member shall enter into a salary reduction agreement.
3. The program will become effective not more than ninety (90) calendar days from the ratification of this agreement. Benefits currently being provided to bargaining unit member employees shall continue as is until the newly negotiated benefits program is in effect.
4. All cost relating to the implementation and administration of benefits under this program shall be borne by the Board.



5. The Section 125 administration shall be provided by MESSA Optionall or other approved carrier. The employer shall enter into a MESSA Optionall administrative services contract.
  6. Any amounts exceeding the employer subsidy share may be payroll deducted.
- C. The Employer shall pay the premiums for MESSA negotiated Term Life Insurance protection in the amount of \$10,000 that shall be paid to the bargaining unit member's designated beneficiary. The plan shall include accidental death and dismemberment and waiver of premium.
- D. The Employer shall pay the premium contributions for the MESSA/Delta Dental Plan D-004 (60-60-60) including internal and external coordination of benefits, with \$1,000 maximum lifetime Ortho, for all bargaining unit members and their eligible dependents.
- E. The Employer shall pay the premium contributions for MESSA Plan I Long-Term Disability Insurance. Benefits shall be paid at sixty percent (60%) of salary/wage up to a monthly maximum of \$2,500.00 and shall begin after the latter of:
1. The exhaustion of the bargaining unit member's accumulated sick leave, or
  2. The expiration of ninety (90) calendar days of disability accumulation in any twelve (12) consecutive months.
- F. The Employer shall pay the premium contributions for MESSA Vision VSP 3+ Platinum for each bargaining unit member and their eligible dependents.
- G. It is agreed between the Boyne Falls Board of Education and the Boyne Falls MESPA that for any new hires working less than thirty (30) hours a week (after the ratification of the previous agreement) the Employer shall pay the premium contributions for MESSA's Basic Super Med Plan with MESSA Care Rider for the employee and his/her dependent(s). It is further agreed that for part-time employees hired after the ratification of this (2001-2004) Agreement the Employer shall receive the following insurance coverage:

0-19.4 Hours Per Week;	No Health Insurance Dental, Vision, Life, and LTD as above
19.5-20.5 Hours Per Week;	Single subscriber health insurance. Dental, vision, life and LTD as above
20.51-29.9 Hours Per Week;	Pro-rated FF Health, Dental, Vision, Life and LTD on the basis of 30 hours. Member can use premium on an ala carte Basis.
30 Hours and Above;	Benefits as provided in A-F, above

H. Upon request of a bargaining unit member either on, or applying for; either long term disability (LTD) benefits under sub-sections (A) or (B) above, or short term disability (STD) benefits under sub-section (B) (Options), the Board shall allow the bargaining unit member to sign over his/her benefit to the school district. The district shall, immediately upon receipt of the benefit from the insurance carrier issue a check to the bargaining unit member in the full amount of the original benefit, less applicable taxes. The school district shall report the appropriate percentage of pro-rated time based upon the percentage of benefit received to the Michigan Public School Employees Retirement System (MPSERS) for credit. Example: A member on LTD at a 60% benefit for 180 days would have 108 days (60% of 180) credited for retirement purposes with MPSERS.

It is understood and agreed that this provision is in accordance with recent rulings of MPSERS to allow such credit. Members shall use the following form to request this arrangement:

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I, (print) \_\_\_\_\_ hereby request that the Boyne Falls Public Schools receive the amount of (Long Term) (Short Term) disability benefit that I am authorized to receive from MESSA. I authorize MESSA to disburse the underlined benefit above directly to the school district. In return for my authorization, the Boyne Falls School District shall, upon receipt of the benefit, issue a check for the same amount (less taxes) to me through the school district payroll and report the appropriately pro-rated amount of time based on the percentage of my benefit to the Michigan Public School Retirement System (MPSERS) for credit. This request and authorization is according to Section 5.1C of the current master agreement between the School District and the Association.

Signed: \_\_\_\_\_  
Employee

Date: \_\_\_\_\_

- One copy to member
- One copy to school district
- One copy to MESSA

**LETTER OF UNDERSTANDING  
RE: PRESCHOOL STUDENTS BUS RUN**

THIS LETTER OF AGREEMENT, by and between the Boyne Falls Public Schools Board of Education and the Boyne Falls Educational Support Personnel Association MEA/NEA, hereinafter referred to as the "Board" and the "Association" respectively, sets forth the agreement of the parties regarding the Preschool bus run.

WHEREAS THE PARTIES wish to transport the Preschool students in a manner that is sensitive to the age level and needs of these children while reflecting the integrity of the Master Agreement negotiated between the parties, and

WHEREAS THE STUDENTS can only participate in this program through transporting them in a bus run which immediately follows the end of normal morning run and at the beginning of the normal evening bus run, and

WHEREAS there is a potential conflict with the contract regarding the compensation for bus drivers under Section 3.8c and under Section 5.2 and under Section 3.5, d.

THEREFORE THE BOARD AND THE ASSOCIATION AGREE that the best interests of the students, the Board and the Association are served by:

- Transportation of the Preschool students to and from Boyne Falls School to Boyne City Schools two times a day once at the end of the morning route and once occurring just before the afternoon route begins.
- Payment of an additional Twenty Dollars (\$20.00) per day in recognition of the extra time and effort involved by the bus driver in facilitation of this arrangement over conventional scheduling. This additional stipend would only be paid as long as the transportation of Preschool students is required.
- This Agreement is only in effect through the term of this Agreement.
- Recognition by the parties that this letter of Agreement is undertaken in the spirit of cooperation between the parties and intended solely to resolve the instant issue and is not to be regarded as precedent setting on other such issues.

THE PARTIES FURTHER UNDERSTAND AND AGREE that this letter of understanding is the full and complete settlement of the issue between the parties and shall be considered as a part of the Master Agreement between the Board and the Association.

FOR THE BOARD

FOR THE ASSOCIATION

\_\_\_\_\_

Dated: \_\_\_\_\_

## LETTER OF AGREEMENT

RE: Contract Extension

THIS LETTER OF AGREEMENT (Agreement), by and between the Boyne Falls Public Schools Board of Education (Board), and the Boyne Falls Educational Support Personnel Association/MEA/NEA (Association), sets forth the understandings and agreements between the parties regarding an extension of the current Master Agreement (Contract).

WHEREAS the parties have in the previous Contract negotiated in good faith over a number of issues that were necessary to the best interests of both the Board and the Association, and;

WHEREAS the parties wish to extend that Contract,

THEREFORE IT IS THE AGREEMENT of the Board and the Association that:

1. The Contract shall be extended for a period of two (2) additional years, expiring on August 31, 2008 unless extended by the parties.
2. All portions of the 2005-06 Contract shall be extended with the exception of those provisions as shall be modified below:

### SECTION 5.2 - SALARY SCHEDULE (*Change*)

2006 - 07 Increase 1.5% on step over the final 2005-06 salary schedule at the beginning of the contract year. On the last pay of the contract year, the salary schedule shall be refigured and paid retroactively (if necessary) on the following basis:

If the final total state aid to the district as determined by the formula;

$$\frac{2006-07 \# \text{ FTE Students } \times \text{ State Foundation Grant}}{2005-06 \# \text{ FTE Students } \times \text{ State Foundation Grant}} > 1.5\% \text{ Increase,}$$

Then the salary schedule shall be increased by the difference, not to exceed an additional 1.0%. The total 2006-07 increase shall not exceed 2.5% over the 2005-06 salary.

2007 - 08 Increase 1.5% on step over the final 2006-07 salary schedule at the beginning of the contract year. On the last pay of the contract year, the salary schedule shall be refigured and paid retroactively (if necessary) on the following basis:

If the final total state aid to the district as determined by the formula;

$$\frac{2007-08 \# \text{ FTE Students } \times \text{ State Foundation Grant}}{2006-07 \# \text{ FTE Students } \times \text{ State Foundation Grant}} > 1.5\% \text{ Increase,}$$

Then the salary schedule shall be increased by the difference, not to exceed an additional 1.0%. The total 2007-08 increase shall not exceed 2.5% over the 2006-07 salary.

### SECTION 5.3 - INSURANCE PROTECTION

- A. The Board shall pay the premium costs of, without cost to the bargaining unit member, the following MESSA PAK **Choices II PPO** insurance ~~Preventive Care Rider~~ for a full twelve month period for the bargaining unit member and his/her entire family. The co-pay and deductible amounts shall be \$5/10 per prescription and \$100/individual, \$200/family annual medical.

Support - Side 2

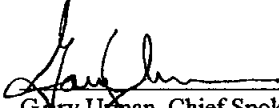
- G. It is agreed between the Boyne Falls board of Education and the Boyne Falls MESPA that for any new hires working less than thirty (30) hours a week (after the ratification of the previous agreement) the Employer shall pay the premium contributions for MESSA's ~~Basic Super Med Plan with the MESSA Care Rider~~ **Choices II PPO** for the employee and his/her dependent(s). It is further agreed that for part-time employees hired after the ratification of this (2001-2004) Agreement the Employer shall receive the following insurance coverage:

*No change in Hours for qualification for insurance.*

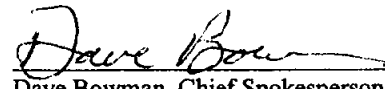
3. This Agreement shall not be considered as being precedent-setting between the parties.
4. This Agreement may be extended by the written Agreement of the parties.
5. The Insurance coverage changes shall be made effective June 1, 2006.

This Agreement is entered into as a Tentative Agreement, subject to the ratification process by the parties on this 19th day of April, 2006.

FOR THE BOARD:

  
\_\_\_\_\_  
Gary Uman, Chief Spokesperson  
Superintendent of Schools  
Boyne Falls Public Schools

FOR THE ASSOCIATION:

  
\_\_\_\_\_  
Dave Bowman, Chief Spokesperson  
UniServ Director  
Michigan Education Association

Support Staff Salary Schedule 2007-2008

Head

Custodian/Maint

& Prin.

Secretary	General Secretary	Head Assist. Cook	Head Assist. Cook
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Step	Secretary	General Secretary	Aide	Cook	Assist. Cook
1	12.92	10.98	10.79	11.30	10.14
2	13.34	11.30	11.07	11.64	10.39
3	13.72	11.67	11.36	12.02	10.73
4	14.20	12.04	11.67	12.39	11.09
5	14.63	12.40	11.98	12.79	11.39
6	15.06	12.80	12.30	13.20	11.76
Longevity Step @ 11 Year	15.51	13.18	12.67	13.59	12.12
Longevity Step @ 16 Year	15.98	13.58	13.04	14.00	12.49
Longevity Step @ 21 Year	16.45	13.99	13.44	14.42	12.86

Longevity is given to employees on their anniversary date.

Bus Drivers:

Regular Run

Longevity @ 11 Years

Longevity @ 16 Years

Longevity @ 21 Years

Kindergarten Run

Longevity @ 11 Years

Longevity @ 16 Years

Longevity @ 21 Years

Voc Ed Run

Longevity @ 11 Years

Longevity @ 16 Years

Longevity @ 21 Years

Extra Runs

Longevity @ 11 Years

Longevity @ 16 Years

Longevity @ 21 Years

	Base	Mileage
Regular Run	6,774.14	0.369
Longevity @ 11 Years	6,977.36	0.381
Longevity @ 16 Years	7,186.69	0.392
Longevity @ 21 Years	7,402.29	0.404
Kindergarten Run	28.00	
Longevity @ 11 Years	28.84	
Longevity @ 16 Years	29.71	
Longevity @ 21 Years	30.60	
Voc Ed Run	40.54	
Longevity @ 11 Years	41.76	
Longevity @ 16 Years	43.01	
Longevity @ 21 Years	44.30	
Extra Runs	10.63	0.341
Longevity @ 11 Years	10.95	0.351
Longevity @ 16 Years	11.27	0.362
Longevity @ 21 Years	11.61	0.373