

AGREEMENT BETWEEN
THE NORTHERN MICHIGAN
EDUCATION ASSOCIATION
AND THE
CHARLEVOIX BOARD OF EDUCATION
SEPTEMBER 1, 2004 - AUGUST 31, 2006

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MICHIGAN EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION

PREAMBLE

This Agreement is entered into effective September 1, 2004 by and between the Charlevoix Board of Education, the city of Charlevoix Michigan, hereinafter called the "Board", and the Northern Michigan Education Association, hereinafter called the "Association" through its local affiliate, the Charlevoix ESP. The signatories shall be the sole parties to this Agreement.

WHEREAS, The Board has a statutory obligation, pursuant to the Public Employment Relations Act, Act 336 of the Public Acts of 1947, as amended, to bargain with the Association as the representative of its Bargaining Unit Members with respect to hours, wages, terms and conditions of employment, and

WHEREAS, The parties have reached certain understandings which they desire to confirm in this agreement:

THEREFORE, In consideration of the following mutual covenants, the parties hereby agree as follows:

ARTICLE I---RECOGNITION

- A. The Board hereby recognized The Northern Michigan Education Association as the sole and exclusive bargaining representative of all employees whose work is described as custodial, maintenance, culinary, secretarial/clerical and assistants, whether under contract, either verbal or written, on leave, or on a per diem, hourly or class rate basis, employed or to be employed by the Board. Such representation shall cover all personnel assigned to newly created positions which are not principally supervisory and administrative. It is further agreed that the following positions are excluded; per diem substitutes, bookkeepers, superintendent's secretary and all other employees. The Board agrees not to negotiate with or recognize any organization other than the NMEA for the duration of this Agreement.
- B. All personnel represented by the NMEA in the above defined bargaining unit shall, unless otherwise indicated, hereinafter be referred to as "Bargaining Unit Members".

ARTICLE II---EMPLOYER RIGHTS

- A. The Employer retains and reserves unto itself all powers, rights, and authority, duties and responsibilities conferred upon and vested by law, including by way of illustration and not by way of limitation, the following:

1. The supervision, direction and control of the management and administration of the school system, its properties and facilities.
 2. The right to hire all employees, determine their qualifications, evaluate their performance, to discharge, demote or otherwise discipline employees and to assign and transfer employees.
 3. The right to determine the size of the work force, positions of employment and job descriptions and whether to expand or reduce the work force and/or create, eliminate or modify positions of employment;
 4. The right to establish, continue or revise personnel policies and/or rules and regulations regarding the conduct of employees in the work place and the manner and method of performing work.
 5. The right to establish, modify, change or cancel any work, business or school schedules, hours or days;
 6. The right to determine the number and location or relocation of its facilities, including the establishment or relocation of new schools, buildings, departments, divisions or subdivisions thereof and the relocation or closing of offices, departments, divisions, or subdivisions, buildings or other facilities.
 7. The right to determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.
- B. The exercise of the foregoing powers, rights, duties and responsibilities by the Board and the adoption of policies, rules, regulations and practices in the furtherance thereof shall be the exclusive prerogative of the Board, except as otherwise limited by express provision of this agreement.

ARTICLE III---EQUAL EMPLOYMENT OPPORTUNITY

No person or persons shall be discriminated against on the basis of race, sex, creed, color, national origin, marital status, or membership in, or association with the activities of the Association. The parties will continue to work together to assure equal employment opportunities to all.

ARTICLE IV---MAINTENANCE OF STANDARDS

- A. All conditions of employment, including working hours, extra compensation for duties outside regular working hours, relief periods, leaves and general working conditions shall be maintained at not less than the highest minimum standards in effect in the District at the time this Agreement is signed, provided that such conditions shall be improved for the benefit of Bargaining Unit Members as required by express provisions of this

Agreement. This Agreement shall not be interpreted or applied to deprive Bargaining Unit Members of advantages heretofore enjoyed, unless expressly stated herein.

ARTICLE V---PAYROLL DEDUCTION

- A. The Board shall deduct from the pay of each Bargaining Unit Member from whom it receives authorization to do so the required amount for the payment of dues or service fees. Such dues, or fees, accompanied by a list of Bargaining Unit Members from whom they have been deducted and the amount deducted from each, shall be forwarded to the Association no later than thirty (30) days after the deductions were made.
- B. The Association shall notify the Board thirty (30) days prior to any change in its dues or fees.
- C. The Board shall deduct from the pay of each Bargaining Unit Member from whom it receives authorization to do so and make appropriate remittance for annuities, credit union, savings bonds, charitable donations, or any other plans or programs jointly approved by the Board and the Association.

A minimum of six (6) employees must designate a particular organization for such a deduction to be made and forwarded. The employer shall be held harmless against any and all claims, demands, costs, suits or other forms of liability arising out of such deductions so long as such claims do not arise out of negligence or malfeasance on the part of the employer.

ARTICLE VI---FINANCIAL RESPONSIBILITY

- A. Agency Fee
 - 1. Each employee covered by the negotiated Agreement between the Board and the Association shall, as a condition of employment on or before thirty-one (31) days from the date of commencement of duties join the Association or pay a service fee to the Association equivalent to the amount of dues uniformly required of the members of the Michigan Education Association, less any amounts not permitted by the law; provided, however, that the employee may authorize payroll deduction for such fee. If an employee shall not pay such service fee directly to the Association or authorize payment through payroll deduction, the Board shall, at the request of the Association, deduct the service fee from the employee's salary and remit same to the Association under the procedure provided below.
 - 2. The procedure in all cases of non-payment of the service shall be as follows:
 - a. The Association shall notify the employee of non-compliance by certified mail, return receipt requested. Said notice shall detail the non-compliance, and shall further provide ten (10) days for compliance and

shall advise the recipient that a request for wage deduction may be filed with the Board if compliance is not effected.

- b. If the employee fails to remit the service fee or authorized deduction for same, the Association may request the Board make such deduction pursuant to the opening paragraph above.
- c. The Board, upon receipt of request for involuntary deduction, shall provide the employee with an opportunity for a due process hearing limited to the question of whether or not the employee has remitted the service fee to the Association or authorized payroll deduction for same.

The Association has established a "Policy Regarding Objections to Political-Ideological Expenditures." That policy, and the administrative procedures (including the timetable for payment) pursuant thereto, applies only to non-Association employees. The remedies set forth in that policy shall be exclusive and, unless and until such procedures (including any administrative or judicial review thereof), shall have been availed of and exhausted, no dispute, claim, or complaint by an objecting employee concerning the application and interpretation of this Article shall be subject to the grievance procedure set forth in this Agreement.

- B. The Association agrees to indemnify and save the school district, its administrators, and 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 taken or not taken by the employer, or in reliance upon signed authorization cards or lists furnished to the employer by the Association for the purpose of payroll deduction of dues, or for the purpose of complying with this Agreement, subject to the following conditions:
 - 1. The Association, after consultation with the Board, has the right to decide whether to defend any such action or whether or not to appeal the decision of any court or other tribunal regarding the validity of this section or the defense which may be assessed against the Board by a court or tribunal;
 - 2. The Association has the right to choose the legal counsel to defend any said suit or action. However, the Board shall be kept informed of the status of such litigation.
 - 3. The Association shall have the right to compromise or settle any claim against the Board under this section.
- C. Due to certain requirements established in recent court decisions, the parties acknowledge that the amount of the fee charged to non-members along with other required information may not be available and transmitted to non-members until mid school year (December, January or February). Consequently, the parties agree that the procedures in this Article relating to the payment or non-payment of the representation

fee by non-members shall be activated thirty (30) days following the Association's notification to non-members of the fee for that given school year.

ARTICLE VII---JOINT BOARD AND NMEA MEETINGS

Both parties recognize the value of sharing, discussing and providing opportunities for resolving problems. Representatives of the Board and the Association may meet, for the purpose of discussing grievances, Board policies and practices, and problems in regard to this Agreement.

ARTICLE VIII---GRIEVANCE PROCEDURE

- A. A claim by a Bargaining Unit Member, or the Association that there has been a violation, misinterpretation or misapplication of any provision of this Agreement, or any rule, order, policy, or regulation of the Board, may be processed as a grievance as hereinafter provided.
- B. Informal - Level I. The grievance must be discussed with the immediate supervisor within ten (10) days of the alleged violation, misinterpretation or misapplication; or within ten (10) days of when the aggrieved had knowledge thereof. Immediate supervisor is: building principal for cooks, assistants, secretaries and custodians and the superintendent for maintenance and central office staff.
- C. Formal - Level I. If no resolution is obtained within five (5) days of the discussion the grievance shall be reduced to writing within five (5) days and submitted to the immediate supervisor no later than five (5) days following discussion. If the grievance involves more than one work location it may be filed with the superintendent at Formal Level II. The immediate supervisor shall meet with the grievant within five (5) days of receiving the grievance in an effort to resolve the grievance. The immediate supervisor will give a written response to the union and the grievant within five (5) days of the meeting.
- D. Formal - Level II. Superintendent. If the immediate supervisor's response is unsatisfactory or if no response is given, the grievance shall be appealed to the superintendent within ten (10) days of the informal meeting held with the immediate supervisor. The superintendent shall meet with the grievant within five (5) days of receiving the grievance in an effort to resolve the grievance. The superintendent will give a written response to the union and the grievant within five (5) days of the meeting.
- E. Formal - Level III. Board of Education. If the superintendent's response is unsatisfactory, or if no response is given, the grievance shall be appealed to the Board of Education within ten (10) days of the meeting with the superintendent. The Board of Education will meet with the grievant at their next regularly scheduled board meeting in an effort to resolve the grievance. However, the parties agree that the board shall have

a minimum of five (5) working days notice for such hearing. Otherwise, the hearing will be scheduled for the following regularly scheduled board meeting. The Board of Education will give a written response to the union and the grievant within five (5) days of the meeting.

- F. If the Association is not satisfied with the disposition of the grievance by the Board of Education, or if no disposition has been made within the period provided above, the grievance may be submitted to arbitration. If the parties cannot agree as to the arbitrator, within five (5) working days from the notification that arbitration will be pursued, he/she shall be selected by the American Arbitration Association in accordance with its rules which shall likewise govern the arbitration proceedings. The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement. Both parties agree to be bound by the Award of the arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction.
- G. The fees and expenses of the arbitrator shall be shared equally by the parties.
- H. If any Bargaining Unit Member for whom a grievance is sustained shall be found to have been unjustly discharged, he/she shall be reinstated with full reimbursement of all compensation lost. If any Bargaining Unit Member shall have been found to have been improperly deprived of any compensation or advantage, the same or its equivalent in money shall be paid to him/her and his/her record cleared of any reference to this action.
- I. The time limits provided in this Article shall be strictly observed but may be extended by written agreement of the parties.
- J. Notwithstanding the expiration of this Agreement, any claim, or grievance arising thereunder, may be processed through the grievance procedure until resolution.
- K. For the purpose of assisting a Bargaining Unit Member, or the Association, in the prosecution or defense of any contractual, administrative or legal proceeding, including, but not limited to grievances, the Board will permit a Bargaining Unit Member and/or the Association representative access to, and the right to inspect and acquire copies of his/her personnel file and any other files or records of the Board which pertain to the Bargaining Unit Member, or any issue in the proceeding in question. Confidential letters of reference secured from sources outside the school system shall be excluded from inspection.
- L. A Bargaining Unit Member, who must be involved in the grievance procedure during the work day, shall be excused with pay for that purpose.
- M. If a grievance arises from the action of an authority higher than the immediate supervisor of the Bargaining Unit Member, the Association may present such grievance at the appropriate step of the grievance procedure.

ARTICLE IX---HOURS OF WORK

- A. The Custodial normal work day will be eight (8) hours, 7 A.M. to 3 P.M. or 3 P.M. to 11 P.M., Monday through Friday, with a paid twenty (20) minute lunch period. Custodians on the 3:00 P.M. to 11:00 P.M. shift shall be allowed to work the 7:00 A.M. to 3:00 P.M. shift on days when school is not in session. On days when athletic events or other school functions are held in the evening when school is not in session, a custodian may be required to work the 3:00 P.M. to 11:00 P.M. shift instead of the 7:00 A.M. to 3:00 P.M. shift. Such assignment shall be on rotation by seniority and the custodian shall receive an additional \$2.00 per hour for the shift.
- B. The Maintenance normal work day will be eight (8) hours, per day, 8 A.M. to 4 P.M., Monday through Friday, with a paid twenty (20) minute lunch period.
- C. The Culinary normal work day will be between 6 A.M. and 5 P.M. because of fluctuation of hours.
- D. The Secretary and Clerical normal work day will be eight (8) hours; between 7:00 A.M. and 5:00 P.M., Monday through Friday with an uninterrupted thirty (30) minute lunch period.

The Assistants normal work day will be six (6) hours per day; Playground Assistants one and three quarters (1-3/4) hours per day; between the hours of 8:00 A.M. to 4:00 P.M., Monday through Friday with an uninterrupted thirty (30) minute lunch period for those working three (3) consecutive hours or more per day.

- E. Fifty-two (52) weeks will constitute the work year for Maintenance and Custodial Bargaining Unit Members. Thirty-six (36) weeks will constitute the normal work year for Culinary employees and Assistants. The normal work year for Secretaries shall be thirty-nine (39) weeks except the High School Secretary and Business Office Secretary/Asst. Payroll Clerk shall have fifty-two (52) weeks as the normal work year. The normal work year for Library Clerical shall include thirty six (36) weeks plus an additional five (5) work days.
- F. There shall be no split shifts in these departments and in case of emergency work before a regular shift, Bargaining Unit Members shall have the option of completing his/her regular shift hours. The minimum call-in for emergency situations shall be two (2) hours.
- G. The lunch shift will be set according to each building's needs at the beginning of each quarter, starting in September. On days when the shift requires an early call-in, the Bargaining Unit Member will have the choice of completing his/her regular shift. On other days the Bargaining Unit Member will work the same shift as the other members of the crew, except by agreement.

- H. EXCEPTION: The Summer work day for Maintenance and Custodial Bargaining Unit Members will be 7 A.M. to 3 P.M.
- I. For the purposes of computing overtime, the hours designated in A, B, C, and D above, will constitute a day's work. All time worked over eight (8) hours in one day or over forty (40) hours in one week Monday through Friday will be paid at the rate of time and one-half (1-1/2); provided that overtime rates shall not be paid as a result of bargaining unit members trading shifts for their own convenience. Additionally, time and one-half (1-1/2) shall be paid for all work performed on Saturday, and double time (2) shall be paid for all work performed on Sundays or Holidays.
- J. All Bargaining Unit Members will be entitled to two (2) fifteen minute relief times except that a Bargaining Unit Member working less than the hours designated in A, B, and C will receive one (1) fifteen (15) minute relief time and those Bargaining Unit Members working less than three (3) consecutive hours will not receive a relief time. Bargaining Unit Members working overtime will be entitled to an additional fifteen (15) minute relief time for every two (2) hours worked.
- K. 1. Minimum call in for overtime purposes will be two (2) hours pay.
2. Any error in assignment of overtime will be corrected by assigning the next available hours until the error is corrected.
- L. Overtime will be divided among Bargaining Unit Members of each school building department as equally as possible. Overtime will be offered on the following basis:
1. The overtime shall be offered to the most senior Bargaining Unit Member in the building according to seniority, who is qualified to do the work in that department. The person with the least seniority in the building department may refuse to work overtime once. If all employees within the building department refuse to work overtime a second time, the least senior Bargaining Unit Member must then perform the work.
2. Overtime will be covered by the use of the Overtime Chart and will be offered to each Bargaining Unit Member in rotation based on seniority. Overtime that is missed will be charged on the Overtime Chart for the purposes of balancing the overtime in L (1) above.
- M. 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 one (1) calendar year. Upon his/her return, effort will be made to adjust this loss by giving him/her first assignment on the overtime as much as possible.
- N. Because it is recognized that certain positions require knowledge and training not ordinarily required of other positions, it is agreed that a Bargaining Unit Member will not

be called in to do the work of a position that is not his/her normal responsibility according to his/her job description.

- O. Substitutes will be obtained as required but first an offer will be made for the time to the other Bargaining Unit Members in the same classification regularly assigned to the building. When a substitute is called for a Bargaining Unit Member, it is understood that the substitute shall perform the work in the position that remains after all moves are made. A substitute shall be used only when a Bargaining Unit Member is absent or when an unfilled temporary vacancy exists. All work including peripheral work will be offered to other Bargaining Unit Members, including those on layoff, prior to being offered to a substitute.
- P. When substitutes are called for Bargaining Unit Members, those Bargaining Unit Members working at a lower rate of pay than the absent Bargaining Unit Member will have an opportunity to move into a position which offers a greater rate of pay until there is a final position vacant for the substitute. The Bargaining Unit Member shall receive the higher rate of pay of the position they move into.
- Q. Whenever an event at the school, during the school year, requires the use of the food service department, at least one culinary bargaining unit member shall be allowed to work the event. Such assignment shall be offered on the basis of seniority, by rotation.
- R. All school year employees shall be allowed to work at least a one-hundred eighty day year, regardless of any changes to the teacher school year calendar. On any such days when school is not in session, employees may choose not to work such days with the approval of their supervisor.

ARTICLE X---COMPENSATION

A. Hourly Pay Rates (Salary Schedule):

2004-2005 Increase 2% on step at the beginning of the contract year.

2005-2006 Increase 2% 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;

2005-2006 # FTE Students x State Foundation Grant

2004-2005 # FTE Students x State Foundation Grant >2.0% increase,

Then the salary schedule shall be increased by the difference, not to exceed an additional 1.1% in year 2005-2006. The total 2005-2006 increase shall not exceed 3.1% over the 2004-2005 salary.

Notes: FTE students shall be defined as 80% of September count and 20% of February count in the prior school year. (Example: 80% of September 2005 count plus 20% of February 2005 count shall be 2005-2006 FTE student count.) State Foundation Grant shall be defined as Foundation Grant in place as of October 1 of the current school year.

NOTE: \$1.50 less than contract for initial hire during 90-day probationary period.

- B. Forty cents (\$.40) per hour premium shall be given to the lead custodian for the duration of this contract. Thirty cents (\$.30) per hour premium shall be given to the night shift (3:00 p.m. - 11:00 p.m.). The High School day lead custodian shall receive an additional ten cents (\$.10) per hour premium. Night premium will not be paid to night shift workers for work done on the day shift during the Christmas or Spring Breaks or during the summer. Night shift workers otherwise called in early shall receive the night premium.
- C. The Bargaining Unit Member employed in the position set forth on the above salary schedule shall be paid the hourly rate set forth therein during the term of this agreement.
- D. The increment shall be an increase in salary applicable on the Bargaining Unit Member's anniversary date, which is the date of hire in the school district.
- E. The Wages or salary shall be paid biweekly on such calendar dates as are established by the Board.
- F. An allowance of one hundred sixty dollars (\$160.00) shall be granted to each Custodial, Maintenance, and Culinary Bargaining Unit Member for shoes and/or uniforms. Said allowance shall be a check separate from the wages or salary and shall be payable within the first two (2) weeks of September except in case of a new employee who shall receive the allowance within two (2) weeks after completion of probationary period. Secretaries and Assistants will be provided with smocks when necessary.
- G. Fifteen cents (\$.15) per hour will be added to the hourly wage rate for those Bargaining Unit Members certified by American School Food Services Association in the Culinary Department.
- H. Bargaining Unit Members who earn one hundred (100) hours on a building certificate will receive ten cents (\$.10) per hour in addition to the hourly wage rate; fifteen cents (\$.15) for two hundred (200) hours on a building certificate and twenty-five cents (\$.25) for three hundred (300) hours on a building certificate, in addition to the hourly wage rate,

for those members in the Custodial Department or the Maintenance Department. Credit for building certificate hours will be given for hours earned during employment only.

ARTICLE XI---WORKLOAD AND ASSIGNMENTS

- A. The Board has the right to establish new positions and assign the classification and rate of pay for that position.
- B. The Association reserves the right to negotiate wages, hours, and other conditions of employment for these positions and will, if deemed necessary, ask for a meeting with the representatives of the Board to discuss the conditions, hours and wages for a new position and in those cases where agreement cannot be reached, the Association will have the right to process the matter through the grievance procedure.
- C. In those cases where a bargaining unit position undergoes a substantial change in responsibilities, the Bargaining Unit Member involved or the Association may contest the rate of pay, hours and conditions of employment in the same manner described for new positions and in the event the parties fail to reach agreement, the Association will have the right to process the dispute through the grievance procedure.
- D. It is agreed that job descriptions may be the proper subject for the grievance procedure, after the description is written.
- E. 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 when Bargaining Unit Members are not available or have refused to do the work as assigned except in cases where unsafe conditions are being charged by a Bargaining Unit Member. 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.
- F. Custodians, including leads, are expected to perform repairs and replacement tasks which may be performed without the assistance of the maintenance person or contracted service.
- G. Night Lead Custodian is defined as the Bargaining Unit Member on the 3 P.M. to 11 P.M. shift who is responsible to direct other Bargaining Unit Members.

Day Lead Custodian is defined as the Bargaining Unit Member who is required to perform repairs and replacement tasks which may be performed without the assistance of the maintenance person or contracted service.

It shall be the responsibility of the Lead Custodian to report to his/her supervisor the need for repairs and replacements which he/she is unable to perform.

During the summer months, the Night Lead shall direct the other Bargaining Unit Members and the Day Lead shall continue to perform repairs and replacement tasks which can be performed without the assistance of the maintenance person or contracted service with lead pay being maintained as it is when school is in session.

- H. No bargaining unit member shall be required except in an emergency or as referenced below, to perform tasks which would normally be associated with qualified medical personnel (e.g. catheterization, stoma bags, injections, suctioning etc.). Should a member accept such assignment, he/she shall be provided with full training at no cost to the bargaining unit member and safety equipment necessary for the work. Any member performing such duties on a voluntary basis or as referenced here below shall be paid an additional twenty five cents (\$.25) per hour. This work shall first be offered to the classroom or building employee who has regular contact with the situation. If such bargaining unit member is not able to accept this assignment, work will be offered to the rest of the employees in that classification and then to the rest of the bargaining unit (if they are able to be made available) on the basis of seniority. If no one volunteers for the work, the administration may assign the work.

Work areas shall have adequate first aid equipment and members shall receive instruction in their use. Bargaining unit members shall be provided with the proper equipment and training at no cost to the bargaining unit member for dealing with situations involving possible blood-borne pathogens or situations which may require contact with the body fluids of another person.

ARTICLE XII---SENIORITY

- A. Seniority shall be defined as length of service within the district as of the Bargaining Unit Member's first working day in the department. In the circumstance of more than one individual beginning employment on the same date, all individuals so affected will participate in a drawing to determine position on the seniority list.
- B. A Bargaining Unit Member shall lose his/her seniority rights if he/she retires, resigns or is discharged for just cause.
- B. The Board shall prepare, maintain and provide a copy of the seniority list to the Association in October of each school year. The Association must correct any errors in the seniority list within ten (10) working days of the receipt of the list. Thereafter the list shall be final and conclusive for that year. In the case of a tie, the affected members shall participate in a drawing to be conducted by the Association to determine the order on the seniority list.

ARTICLE XIII---VACANCIES, TRANSFER AND PROMOTIONS

- A. A vacancy shall be defined for purposes of this Agreement as a position previously held by a Bargaining Unit Member, or a newly created position within the bargaining unit. No vacancy shall be filled until it has been posted for at least ten (10) working days.
- B. Whenever a vacancy occurs, the Business Office shall immediately notify the Association. Notice of such vacancy shall be sent to the Association Secretary. A copy of the vacancy notice shall be mailed to each laid-off Bargaining Unit Member and posted in each building office.
- C. The Board declares its support of a policy of filling vacancies from within the bargaining unit except where as maybe impacted by the Board's discretion regarding subcontracting or the use of volunteers. Therefore, each vacancy shall have a minimum set of qualifications which will be developed jointly by the Administration and the Association prior to posting. The vacancy shall be filled on the basis of seniority from candidates possessing the above qualifications first on seniority within the department, and then by seniority within the school system.
- D. Any Bargaining Unit Member may request a transfer after the satisfactory completion of the probationary period, which shall be for a period of ninety (90) days. The Bargaining Unit Member shall remain in any new assignment for a period of one (1) year before being eligible to apply for another transfer, unless conditions prevail where change would be in the best interests of the Board and the Bargaining Unit Member.
- E. Request for transfer shall be made in writing, one copy of which shall be filed with the Business Office and one copy shall be filed with the Association.
- F. Unless a vacancy is filled through subcontracting or a volunteer, bargaining Unit Members who have requested transfers shall be given preference over new appointments or promotions to available vacancies within their same classification. Involuntary transfers will be made only for reasonable and just cause. Bargaining Unit Members shall not be placed on a lower step of the pay scale due to involuntary transfers or a temporary assignment to another position.
- G. All promotional positions shall be announced in all work locations. Any Bargaining Unit Member who assumes a position of higher rank in any of the classifications outlined in schedule B of this contract shall be placed on that step of the pay schedule which would be more, but not less than, his/her current rate of pay as of the effective date of his/her assignment.
- H. All promotions shall be made in accordance with the levels and criteria established in the job descriptions on file in the Business Office. Bargaining Unit Members who are considered for promotion must be willing to accept an assignment anywhere within the school system.

ARTICLE XIV---STAFF REDUCTION

- A. When a reduction in the working force is necessary, Bargaining Unit Members shall be laid off in accordance with departmental seniority; that is the employee with the least job classification seniority shall be laid off first, etc. In the selection of employees for layoff, the School District shall retain those Bargaining Unit Members with the greatest seniority provided they are properly qualified to perform the available work.
- B. Departmental is defined as Maintenance/Custodial, Culinary, Secretarial/Clerical and Assistants.
- C. Seniority shall be pro-rated for those Bargaining Unit Members working regularly less than half of the regular number of hours.
- D. When moving from one Bargaining Unit Department to another, the seniority shall be frozen in the Department left and a new seniority date started in the Department moved to for purposes of placement on the seniority list used for determining lay-off position only. Benefits shall continue to accumulate based on district seniority. Placement on the salary schedule shall be according to district seniority as has been the practice.
- E. Whenever a Bargaining Unit Member is to be laid-off, the School District shall notify the Bargaining Unit Member and the Association President at least twenty-four (24) days in advance of such layoff, unless such notice is impossible.
- F. Laid off Bargaining Unit Members shall be rehired in accordance with Department seniority; that is, the Bargaining Unit Member with the greatest seniority shall be rehired first; provided they have the ability and are physically able to perform the duties of the job that is open. Laid off Bargaining Unit Members shall remain on the recall list for a period of five (5) years.

When rehiring laid off Bargaining Unit Members, the School District will notify them by certified mail at their last known address, as provided by the employee. If such Bargaining Unit Member does not notify the School District within ten (10) days from the mailing date of such notice that he/she will report for work on the date specified, or give reasons for delay beyond such time, he/she shall be considered as having quit and all seniority shall be terminated. If the person called is not readily available, the School District may call the next Bargaining Unit Member in line and he/she shall be given a minimum of five (5) days work, after which the proper person could come in to work. If the employee is not readily available the second time, he/she shall be considered as having quit and all seniority shall be terminated.

- G. In the event of a reduction in the work hours in a department, Bargaining Unit Members with the greater seniority may use same to maintain his/her normal work schedule by displacing Bargaining Unit Members with less seniority on the work schedule. Should the work hours of any Bargaining Unit Member be reduced, the reduction shall not take

effect until ten (10) work days after written notice to the affected Bargaining Unit Member(s) is given by the employer, except in case of emergency.

ARTICLE XV---PAID LEAVES

- A. Sick days shall accumulate in a sick bank at the rate of twelve (12) days per year for Bargaining Unit Members, who are employed on a fifty-two (52) week basis (prorated for less than fifty-two (52) weeks) with a limit of 250 days. Bargaining Unit Members may use up to five (5) of these days per year for illness in the immediate family as defined herein.
- B. A Bargaining Unit Member, who has exhausted his/her bank in case of an extended illness, may borrow up to ten (10) days with a promissory note. Such days shall be deducted at the beginning of the following year.
- C. Bargaining Unit Members shall be granted up to five (5) working days, non-chargeable, for the death of a member of the immediate family (mother, father, brother, sister, husband, wife, daughter, son, grandchild or grandparent and the same members of the spouse's family). Up to two (2) additional days may be granted upon application to the Business Office. These two additional days will be subtracted from sick leave.
- D. All Bargaining Unit Members shall be granted five (5) additional days per year for specified, non-illness emergency absence.
 - 1. Absence to attend funerals other than member of the immediate family - one (1) day.
 - 2. Absence to provide necessary care for a member of the immediate family where no other arrangements are possible.
 - 3. Absence because of required court appearance.
 - 4. Absence due to catastrophes which make it impossible for the Bargaining Unit Member to report for duty.
 - 5. Absence because of required observance of a recognized religious denomination.
 - 6. Absence for personal business which does not fall into the above categories but which cannot be conducted at any time not in conflict with the work day. An explanation of the use of this day shall not be required. This day shall not be used to extend a vacation - Limit two (2) days per year.
- E. Absences involving compensation, under the State of Michigan Compensation Law, charges to the sick bank shall only be made to the extent necessary to maintain the Bargaining Unit Member's regular biweekly gross earnings.

- F. After five (5) consecutive working days of absence due to illness, a Bargaining Unit Member shall furnish a statement from his/her personal physician and shall have a medical examination by the Board Medical Examiner, if requested by the Administration.
- G. The Association shall have ten (10) days credited to the Association to be used for Association purposes, at the discretion of the Executive Board of the Association. The Association will notify the Superintendent of intent to use such leave at least twenty-four (24) hours in advance of taking said leave.

ARTICLE XVI---INCLEMENT CONDITIONS

- A. Whenever the school is closed due to inclement weather conditions, all Bargaining Unit Members will be notified by the most expedient means and will have up to two (2) hours with pay to report in. This will include those Bargaining Unit Members on the 3 P.M. to 11 P.M. shift who will be allowed to work the day shift. Whenever Bargaining Unit Members are sent home due to inclement conditions, they shall be paid as if they had finished their shift.
- B. The Board has the right to announce that all Bargaining Unit Members are not to report for duty when severe weather conditions exist.
- C. Bargaining Unit Members may choose to use paid sick leave days when school is closed due to inclement weather, by phoning their immediate supervisor. However, before such deduction shall be made, each Bargaining Unit Member shall have two (2) paid inclement weather days for use during each school year. A custodian may be required to work on such days and receive equivalent compensatory time to be taken during the summertime or other time when school is not in session, with the approval of their supervisor. These days shall not be accumulative. Bargaining Unit Members may choose to work on inclement weather days.
- D. When school is placed on a delay, the member shall be paid for up to the first two (2) hours without penalty. Time delayed past two (2) hours may be worked by the member at the conclusion of the normal shift at the member's discretion. Should a Bargaining Unit Member be required to report at the beginning of their shift under such delay, he/she shall be given credit for compensatory time equal to the delay time up to two (2) hours.
- E. Time worked on inclement weather days will be paid at the rate of time and one-half for non-school related (ie. not school sponsored) activities after 3 P.M.
- F. When inclement conditions are such that the night leads by consensus consider it necessary to send night staff home early, they shall have the authority to make such decision. It is understood and agreed that this provision shall terminate and be considered null and void at the conclusion of this contract unless mutually agreed by the

parties to extend. This is for the express purpose of creating a trial period to evaluate the viability of this provision. It is further agreed that if such decision is made by the night leads as discussed above, it shall be the responsibility of the leads to select a spokesperson to discuss the necessity of the decision with the superintendent the next workday. It is understood that on evenings when other events are being held in the school building(s), all night staff in all buildings shall remain and not leave as provided above until the event is concluded.

ARTICLE XVII---JURY DUTY

A Bargaining Unit Member who serves on jury duty shall be reimbursed, on a biweekly basis, for the differences between the jury day stipend and his/her regular Board salary for the days served. Bargaining Unit Members, when summoned to jury duty, should not be charged for the days served.

ARTICLE XVIII---LEAVE POLICY

- A. The Board, upon written request, shall grant a leave of absence without pay for a period not to exceed one (1) year, subject to renewal at the will of the Board. A leave of absence for physical or mental disability, without request, may be granted for a period not to exceed one (1) year.

The Board may deny a request for a leave of absence based upon good and just cause of the District's need at the time of the request.

- B. Types of leaves of absence are: illness, military, study, personal business, government and/or professional service.
- C. A leave of absence for study, personal business, or government and/or professional service shall not be granted during the first year following the Bargaining Unit Member's date of employment with the District.
- D. The maximum allowance for all purposes (except professional service and personal business) may be three (3) consecutive years. Personal business leaves may be granted for one (1) year only.
- E. Bargaining Unit Members returning from leave shall be expected to remain in the Board's employment for at least one (1) year.
- F. Upon request of the employee, a leave for purpose of childbirth or child care shall be granted without pay. The employee may be required to present approval from the attending physician that she is able to continue work or to return to work in the instance of pregnancy and postnatal convalescence.

- G. Elected or appointed officers of the Association shall, upon request, be granted a professional service leave of absence, without pay, for a period of one (1) year. Such leave may be extended upon request, from year to year.

ARTICLE XIX---RETIREMENT

- A. Retirement contributions and eligibility for benefits shall be according to the provisions of the Michigan Public Schools Employees Retirement Act, MCL 38.1301 ET. SEQ. and the regulations of the Michigan Public Employees Retirement System.
- B. Additionally, upon retirement, resignation, or other termination of employment, (other than termination for cause), the Bargaining Unit Member shall be paid, at his/her current salary level for fifty percent (50%) of unused days in his/her sick bank.

ARTICLE XX---HOLIDAYS

- A. All twelve (12) month employees shall be paid for the following holidays: Labor Day, Thanksgiving Day, the day following Thanksgiving Day, Christmas Eve Day, Christmas Day, New Year's Eve Day, New Year's Day, Memorial Day and Independence Day. On Good Friday, the staff will work one-half (1/2) work day, and will be paid for a regular day's work along with having one (1) paid non-work day during Spring Break.
- B. Ten month Secretaries shall be paid for the following holidays: Labor Day, Thanksgiving Day, The day following Thanksgiving Day, Christmas Eve Day, Christmas Day, New Year's Eve Day, New Year's Day, 1/2 day good Friday and Memorial Day.
- C. The Assistants and Culinary Bargaining Unit Members shall be paid for Thanksgiving Day, Christmas Day, and New Year's Day. In addition, those Bargaining Unit Members working twenty-five (25) hours or more each week shall also be paid for Christmas Eve Day and New Year's Eve Day, 1/2 day Good Friday and Memorial Day.
- D. If any of the above holidays fall on a Saturday, the preceding Friday shall be observed as the holiday; if the holiday should fall on Sunday, the following Monday shall be observed as the holiday.
- E. The afternoon shift employees may be allowed to adjust work hours on the eve of a holiday if the work is completed and the supervisor approves.

ARTICLE XXI---VACATION DAYS

- A. A new Bargaining Unit Member shall be pro-rated to July 1 and the following July shall receive either a full vacation or a pro-rated vacation. The pro-rated vacation shall count as one (1) year for future vacation purposes. Persons classified as substitutes shall not be entitled to vacation benefits.

- B. All twelve (12) month employees shall be granted vacation with pay computed as of June 30 each year as follows:

Up to 12 months of service	6 days
2-5 years	12 days
6-9 years	18 days
10 years and over	24 days

Any employee currently receiving more vacation time than the above schedule shall maintain his/her current allotment of vacation days (8 hours per day) until such time as this schedule shall provide an equal or greater amount of days.

- C. All school term Bargaining Unit Members shall be granted five (5) days vacation with pay during Spring Break except for school term Secretaries who will be allowed up to an additional five (5) days vacation with pay during Christmas Break.
- D. All time lost except for unpaid leaves shall count in the computation of the hours for vacation eligibility.
- E. Up to five (5) days unused vacation may be carried into the next year, provided the Bargaining Unit Member is not a first year employee.
- F. Bargaining Unit Members have the right to choose the time of their vacations with the approval of their supervisor.
- H. Up to two (2) employees in any building may take up to five (5) days vacation for the same dates. When more than two (2) requests are received for the same days, seniority shall prevail.

ARTICLE XXII---BARGAINING UNIT MEMBER SELF-IMPROVEMENT

- A. The parties support the principle of continuing education for Bargaining Unit Members and participation by Bargaining Unit Members in their professional organizations.
- B. Any Bargaining Unit Member who enrolls in, and successfully completes a course related to his/her responsibilities at an accredited college or university or supported by the Board shall receive full reimbursement from the Board for tuition, books, supplies, meals, lodging and transportation expenses. This section is subject to Board approval based upon the course's applicability to the Bargaining Member's responsibility in the District.
- C. The board shall provide funds to permit a minimum of six (6) Bargaining Unit Members to attend three (3) professional conferences with full expenses paid by the Board. It shall

be necessary for the Bargaining Unit Member to be a member of the organization conducting said conference.

The Board upon its own discretion may choose to send more than six (6) persons to more than three (3) conferences.

- D. 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 cost of tests reimbursed as follows: test charges to be reimbursed are defined as the first such test taken, and the next such test that assistant passes, if not passed the first time. Further, such assistants shall be granted paid release time to take such tests upon request.
- E. The district and the association shall agree upon and/or develop the Charlevoix Academic Assessment for Title 1 Paraprofessionals. The local assessment will fulfill the requirements of the Elementary and Secondary Education Assessment Act (ESEA) (20USC 6319(c)).
- F. 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.
- G. 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.
- H. An employee who is subject to the requirements of the ESEA who is unable to meet the requirements by the deadline established by the law shall be laid off by the district with recall rights as established under Article XIV hereunder.

ARTICLE XXIII---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 Board pertaining to said individual, originating after the initial employment, and to have an Association representative present at such review.
- B. No material originating after the initial employment shall be placed in a Bargaining Unit Member's personal 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 the Bargaining Unit Member believes the material placed, or to be placed, in his/her file is inappropriate or in error, he/she may receive adjustment, provided cause is shown, through the grievance procedure, whereupon the material shall be corrected or expunged from the file. 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. Before a Bargaining Unit Member is rated unsatisfactory in his/her job performance, the administrator shall meet with the individual at least one (1) month prior to such a rating being submitted in order to put the Bargaining Unit Member on notice that his/her job performance is not satisfactory and to discuss means of improvement. Written summaries of such a conference shall be prepared by both the Bargaining Unit Member and the administrator; copies of the summaries shall be exchanged.
- D. If the efforts of the Bargaining Unit Member and the administrator fail to raise the individual's job performance to a satisfactory level, an Unsatisfactory Rating form shall be filed with the Business Office in accordance with procedures for the filing of such forms. The rating shall be processed in accordance with stated procedures for the disposition of such ratings.
- E. An unsatisfactory Bargaining Unit Member shall have the opportunity to be transferred to a comparable assignment and given an opportunity for six (6) months to bring his/her job performance up to a satisfactory condition, providing this is the first such rating. If his/her services are rated satisfactory at the end of the six (6) month period, the Bargaining Unit Member shall be retained in the current assignment. If the Bargaining Unit Member's services are rated unsatisfactory, a hearing shall be scheduled by the Business Office and the result of such hearing shall be binding.
- F. A Bargaining Unit Member shall be notified, in advance, in writing, of the purpose of a meeting where an unsatisfactory rating and/or disciplinary action is contemplated and shall be entitled to have an Association representative present.
- G. No employee shall be discharged or disciplined without just cause, or deprived of advantages.
- H. The board and the association believe in the principle of progressive discipline to correct behavior and workplace problems when necessary. Accordingly, the following procedure is established:
 - 1. Verbal warning
 - 2. Written warning
 - 3. Written reprimand
 - 4. Suspension with pay
 - 5. Suspension without pay
 - 6. Dismissal

In an unusual situation requiring discipline at a step beyond the normal progression, the board in its discretion may select an appropriate level of discipline subject to just cause.

ARTICLE XXIV---BARGAINING UNIT MEMBER PROTECTION

- A. No Bargaining Unit Member shall be left in a building alone between the hours of 9 P.M. and 6 A.M. except under the following conditions: During the 3:00 P.M. to 11:00 P.M. shift for custodians, a custodian left alone in the building between the hours of 9:00 P.M. and 11:00 P.M.. shall call his/her immediate supervisor or a designated contact person according to the following list in this order: building principal, superintendent, other administrators. The administrator shall arrange to call the custodian before the end of his/her shift to verify the safety of the employee. The custodian will again contact the administrator at the end of the shift. Should the administrator be unable to reach the custodian, he/she shall visit the work site to verify the safety of the employee. Alternatively, a custodian left alone in a building between the hours of 9:00 p.m. and 6:00 a.m. shall be allowed to work in a building where there are other custodians to assist them in their work. When the work in that building has been completed, the crew, including the custodian from the original building shall work in the original building until the conclusion of the shift. Custodians who take this option shall not leave their building during a period when an event is being held in the building until the event is over and the people involved have left the building and until other employees have left the building. The employer shall support and assist employees with respect to the maintenance of control and discipline of students in the employees 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 case of assault upon a Bargaining Unit Member in conjunction with his/her responsibilities to the School District shall be promptly reported to the Board. The Board will reimburse the Bargaining Unit Member of the cost of legal counsel, as designated by the board, to advise the individual of his/her rights and obligations with respect to such assault and shall promptly render all reasonable assistance to the Bargaining Unit Member in connection with handling of the incident by law enforcement and judicial authorities.
- 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 bank even though the regular gross earnings shall be maintained.
- D. The Board shall reimburse Bargaining Unit Members for any loss, damage or destruction of clothing or personal property while on duty. This reimbursement will be after the employee has exhausted his/her insurance benefits.
- E. In the event a complaint or charge is made by any person or group not employed by the Board, against any Bargaining Unit Member the individual shall be given full information with respect thereto and with respect to any investigation conducted by the Board.

- F. Bargaining Unit Members whose absence results from the following childhood diseases: chickenpox, measles, mumps, diphtheria, whooping cough, impetigo, shall not have their sick banks charged for such absence even though the regular gross earnings shall be maintained. It shall be necessary for the above childhood diseases to have infected at least*** children in the District in order for said diseases to be considered contacted during the work time.

*** 10 diphtheria and whooping cough
60 chickenpox, measles and mumps
100 impetigo

G. Joint Committee on Health and Safety

In order to further the mutual interest in creating and maintaining the high standards of health and safety in the work place, a joint committee on health and safety is herein established.

Operation of the committee will be governed by the following:

1. The committee shall be comprised of two (2) members chosen by the Association and two (2) by the employer.
2. The committee shall be charged with:
 - a. Reviewing and promoting a health and safety program which will include proper training for affected employees.
 - b. Reviewing federal, state and local regulations and making recommendations for health and safety procedures in the work place.
 - c. Reviewing problems affecting the health and safety of employees and make necessary or desirable recommendations for correction.

ARTICLE XXV---INSURANCE PROTECTION

- A. The Board shall provide without cost, including any changes, to the Bargaining Unit Members, MESSA's Super Care I protection with \$5/\$10 prescription copay and \$100/\$200 deductibles for a full twelve-month period for the Bargaining Unit Member's entire family. Title I Assistants will receive fully paid, MESSA Super Care I for the entire family. On the above SCI plans, the board agrees to pay the deductible amounts and difference in prescription co-pay as described in the attached letter of understanding. The above Super Care 1 plan shall include the preventive care rider.
- B. Persons who work four (4) hours or less per day, will receive MESSA Super Care I fully paid, Single Subscriber only. Those Bargaining Unit Members presently receiving more

than Single Subscriber insurance benefits will continue said benefits for life of this contract, except for those positions of two (2) hours or less which are filled by laid off personnel. Such two (2) hour or less positions shall carry no health insurance.

- C. Bargaining Unit Members not wishing health insurance subsidy, but are eligible, through the school, may apply the equivalent of an individual employee's single subscribed premium toward any of the MESSA or MEFSA options.
- D. The Board shall provide MESSA Dental Care program for all members of the bargaining unit and their eligible dependents. Plan D-004 including internal and external coordination of benefits.
- E. The Board shall provide MESSA 66 2/3% Plan II long term disability insurance with 90 calendar day modified fill and \$2,000 monthly maximum in benefits to all Bargaining Unit Members.
- F. The Board shall allow the MEA Tax-Deferred, or other Annuity Plans through salary reduction pursuant to Section 403 (b) of the Internal Revenue Code of 1954 as amended.
- G. In the event that a Bargaining Unit Member has exhausted sick leave accrual, the above mentioned fringe benefits shall continue throughout the balance of the contract year as defined elsewhere.
- H. The Board shall make payment of insurance premiums for all persons who complete their contractual obligation to assure insurance coverage for the full twelve month period commencing October 1 and ending September 30, even though the Bargaining Unit Member may not be returning the next school year. The open enrollment period shall be jointly established by the Board, the Association and insurance company representative, including opportunities for summer pre-enrollment and fall open enrollment.

When necessary, premiums on behalf of the Bargaining Unit Members shall be made retroactively or prospectively to assure uninterrupted participation and coverage. In instances where cost of coverage exceeds amount of subsidy, the School Board shall make provision for the excess to be payroll deductible. The School Board will be responsible for providing insurance information including applications, claim materials, and enrollment meetings for the above mentioned programs.
- I. Payroll deduction shall be available for all current MESSA, MEFSA and MES programs.
- J. All Bargaining Unit Members will receive Board paid \$10,000 Life Insurance with \$10,000 AD & D.
- K. The Board shall provide vision coverage, VSP III Gold, underwritten by the Equitable Life Assurance Society of the United States, plans administered by vision service plan (VSP), of Columbus, Ohio.

- L. For the employees not electing health or MESSA options, the employer shall provide a cash option in lieu of health benefits up to the amount of the Super-Care I single subscriber premium according to applicability of Article XXV A or B and according to the following:
 - 1. The employer 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 Services 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 employer.
 - 5. The Section 125 administration shall be provided by MESSA OptionAll. The employer shall enter into a MESSA OptionAll Administrative Services contract.
 - 6. Any amounts exceeding the employer subsidy share may be payroll deducted.

The provisions of this Article became effective upon ratification date 1996.

ARTICLE XXVI---INFORMATION

- A. The Board agrees to furnish to the Association in response to written requests, all information concerning the financial resources of the Board, including, but not limited to, annual reports and audits, register of personnel, tentative budgetary requirements and allocations (including County Allocation Board budgets), agenda and minutes of all Board meetings, treasurer's reports, census and membership data, names and addresses of all Bargaining Unit Members, salaries paid thereto, and such other information as will assist the Association in developing intelligent, accurate, informed, and constructive programs on behalf of the Association together with information which may be necessary for the Association to process any grievance or complaint.
- B. The Board shall consult with the Association on any new or modified fiscal, budgetary, or tax program construction programs, or major revision of policy which will affect

Association members and the Association shall be given opportunity to advise the Board within a reasonable amount of time prior to their adoption and/or general publications.

- C. The rights granted herein to the Association shall not be granted or extended to any competing labor organization.

ARTICLE XXVII---ASSOCIATION ACTIVITIES

- A. The Association and its representatives shall have the right to use Board buildings at all reasonable hours for meetings which do not interfere with the assigned functions of the regular program. No charge shall be made for use of the buildings prior to the beginning of the work day nor until 10:00 P.M. The Association shall be responsible for any damages caused by its use of such buildings or additional custodial costs necessitated by such use.
- B. The Association shall be permitted to transact official Association business on Board property at all reasonable times, provided that it shall not interfere with, or interrupt, normal operations.
- C. Bulletin boards and other established media of communication shall be made available to the Association and its members.
- D. Association members shall have the right to distribute Association material to other Bargaining Unit Members so long as such distribution does not interfere in the normal operation of the work area or his/her job performance..
- E. The Association members shall be permitted to use Board equipment including typewriters, mimeograph machines, duplicating machines, copying machines, calculating machines, and audio-visual items when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials and supplies and any damage to such equipment incident to such use.
- F. Whenever the president of the local affiliate of the Association or his/her designee is mutually scheduled, during working hours, to participate in conferences, meetings, or negotiations, or Association activities that cannot be conducted after normal work hours, he/she shall suffer no loss of pay and, when necessary, substitute service shall be provided.
- G. The rights granted herein to the Association shall not be granted or extended to any other competing labor organization.
- H. Bargaining unit members who work the night shift may attend evening meetings of the Association with no loss of pay. This provision shall cover a maximum of six (6) such meetings per year unless extended by mutual consent.

ARTICLE XXVIII---GENERAL

- A. Pursuant to the Michigan Public Employment Relations Act, the Board hereby agrees that every Bargaining Unit Member shall have the right freely to organize, join, and support the Association for the purpose of engaging in collective bargaining or negotiations. As a duly elected body, exercising governmental power under color of law of the State of Michigan, the Board 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 the Act or other laws of Michigan, or the Constitutions of Michigan and the United States of America; and 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 Association or collective negotiations with the Boards; or his/her institution of any grievance, complaints, or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.
- B. Nothing contained within this Agreement shall be construed to deny or restrict to any Bargaining Unit Member rights he/she may have under the Michigan General School Laws, or the applicable laws and regulations.
- C. The Association recognizes that the Board has responsibility and authority to manage and direct, in behalf of the public, all operations and activities of the school district to the full extent authorized by laws and the Constitutions of Michigan and the United States of America, provided that such rights and responsibilities shall be exercised by the Board in conformity with the provisions of this Agreement.
- D. In the event that any provision of this Agreement shall, at any time, be held to be contrary to law by a court of competent jurisdiction from whose final judgment or degree an appeal has been taken with the time provided for doing so, such provision shall be void and inoperative, however, all provisions of this agreement shall continue in effect.
- E. The parties recognize that support staff can make a significant contribution to the improvement of the educational program of the district through participation in the processes of school improvement. It is recognized that such participation promotes support staff improvement and should be considered part of responsibilities of each support staff member. The parties hereby express their mutual desire that support staff will participate in such activities as specified:
 - 1. Committee participation by the employee is voluntary;
 - 2. Non-participation shall not be used as a criterion for evaluation or discharge or discipline;

3. In the event that any provision(s) of a SIP or application thereof violates, contradicts or is inconsistent with the collective bargaining agreement, the collective bargaining agreement shall prevail.

ARTICLE XXIX---PRINTING OF AGREEMENT

Copies of this Agreement shall be printed at the expense of the Board within thirty (30) days after it is signed, and shall be presented to all Bargaining Unit Members now employed by the Board. The Association shall be provided with fifty (50) copies, at no charge to it, for its use.

ARTICLE XXX---DURATION OF AGREEMENT

This Agreement shall be effective as of September 1, 2004, and shall continue in effect through August 31, 2006.

Negotiations between the parties shall begin sixty (60) days prior to the contract expiration date. If, pursuant to such negotiations, and Agreement on the renewal or modification is not reached prior to the expiration date, this Agreement shall expire at such expiration date unless it is extended by mutual agreement of the parties.

FOR THE ASSOCIATION

FOR THE CHARLEVOIX
BOARD OF EDUCATION
OF THE
CITY OF CHARLEVOIX, MICHIGAN

NMEA President

President

NMEA Liaison

Secretary

Local President

Superintendent

LETTER OF UNDERSTANDING

This letter of understanding by and between the Charlevoix Public School Board of Education, hereinafter referred to as the "Board", and the Charlevoix Educational Support Personnel Association/NMEA/MEA/NEA, hereinafter referred to as the "Association", sets forth the understandings of the parties in regards to the change from MESSA Super-Med II to MESSA Super-Care I health insurance.

It is hereby understood and agreed that the health care coverage MESSA Super-Med II shall convert to MESSA Super-Care I as of the 1990-91 school year and shall change to the \$5/10 Rx copay and \$100/200 deductibles as of the 2004-2005 school year. It is further agreed by the parties that the Board shall pay the deductibles and the difference in prescription co-pay to be incurred by the Bargaining Unit Members thereafter upon offer of proof of such incurred expense as outlined below.

Deductibles shall be, and members shall be paid for deductibles in the amounts of one hundred (\$100) dollars per year per covered person up to two hundred (\$200) dollars per year per family.

Prescription co-pays shall be \$5/10. Any expense above fifty cents (\$.50) per prescription shall be paid to the member. Members shall offer proof in the form of receipts from pharmacies, providers or MESSA work sheets showing that such deductible or co-pay has been incurred. Such proof shall be presented at least ten (10) calendar days prior to the first regularly scheduled board meeting of the month with payment to be received no later than five (5) calendar days following such meeting.

Receipts or worksheets so offered may have the identity of the individual provider or any other information of a sensitive or personal nature deleted at the member's discretion, but shall clearly show the amount so incurred and the date of the provided service.

Grievance Report Form

Grievance No. _____
School District _____

- Distribution of Form
1. Superintendent
2. Immediate Supervisor
3. Association
4. Member

Grievance Report Submit to Immediate Supervisor in duplicate

Building Assignment Name of Grievant Date Filed

STEP I

A. Date Cause of Grievance Occurred _____

B.1. Statement of Grievance _____

2. Relief Sought _____

Signature Date

C. Disposition of Immediate Supervisor _____

Signature Date

D. Position of Grievant and/or Association _____

Signature Date

STEP II

A. Date Received by Superintendent or Designee _____

If additional space is needed in reporting Sections B 1 & 2 of Step 1, attach an additional sheet. (Note: Continue on next page)

B. Disposition of Superintendent or Designee _____

Signature

Date

C. Position of Grievant and/or Association _____

Signature

Date

STEP III

A. Date Received by Board of Education or Designee _____

B. Disposition by Board _____

Signature

Date

C. Position of Grievant and/or Association _____

Signature

Date

STEP IV

A. Date Submitted to Arbitration _____

B. Disposition & Award of Arbitrator _____

Signature

Date

**SALARY SCHEDULE
2004-2005 2.0%**

DEPARTMENT	POSITION	1st YEAR	2nd YEAR	3rd YEAR	5th YEAR	7th YEAR	10th YEAR	15th YEAR	20th YEAR
Maintenance	Maintenance	17.63	18.54	19.45	21.13	21.65	22.13	22.99	23.81
	Maint/grounds/cust.	16.09	17.10	18.04	19.42	19.96	20.44	21.29	22.12
Custodial	Custodian	13.60	14.61	15.56	16.92	17.47	17.95	18.79	19.64
Culinary	Cook	14.48	14.84	15.42	16.81	17.31	17.81	18.68	19.52
	Unit Leader	13.27	13.69	14.29	15.57	16.03	16.61	17.39	18.21
	Cooks Helper	12.16	12.56	13.16	14.34	14.84	15.34	16.21	17.05
	Utility Helper	10.95	11.40	12.08	13.08	13.60	14.10	14.93	15.80
Secretarial/ Clerical	H. S.	13.99	14.86	15.56	16.90	17.40	17.93	18.78	19.60
	E.S., M.S. & Bus.								
	Mgr. Secretary	13.53	14.47	15.09	16.35	16.89	17.40	18.24	18.70
	Secretary	12.90	13.84	14.47	15.72	16.25	16.77	17.66	18.48
Assistants	Teacher Asst.	12.11	12.72	13.63	14.81	15.33	15.86	16.70	17.53
	Library Asst.	12.11	12.72	13.63	14.81	15.33	15.86	16.70	17.53
	Noon Hr. Asst.	12.11	12.72	13.63	14.81	15.33	15.86	16.70	17.53
	Chapter I Asst.	12.11	12.72	13.63	14.81	15.33	15.86	16.70	17.53
	Lrng. Ctr. Asst.	12.11	12.72	13.63	14.81	15.33	15.86	16.70	17.53

**SALARY SCHEDULE
2005-2006 2.0%**

DEPARTMENT	POSITION	1st YEAR	2nd YEAR	3rd YEAR	5th YEAR	7th YEAR	10th YEAR	15th YEAR	20th YEAR
Maintenance	Maintenance	17.98	18.91	19.84	21.56	22.09	22.58	23.45	24.28
	Maint/grounds/cust.	16.41	17.44	18.40	19.81	20.36	20.85	21.71	22.57
Custodial	Custodian	13.87	14.90	15.87	17.26	17.82	18.31	19.16	20.03
Culinary	Cook	14.77	15.14	15.73	17.15	17.66	18.17	19.05	19.91
	Unit Leader	13.54	13.96	14.58	15.88	16.36	16.94	17.74	18.57
	Cooks Helper	12.40	12.81	13.42	14.63	15.14	15.65	16.53	17.40
	Utility Helper	11.17	11.63	12.32	13.34	13.87	14.38	15.23	16.12
Secretarial/ Clerical	H. S. E.S., M.S. & Bus.	14.27	15.16	15.87	17.24	17.75	18.29	19.15	20.00
	Mgr. Secretary	13.80	14.76	15.39	16.68	17.23	17.75	18.61	19.07
	Secretary	13.16	14.12	14.76	16.03	16.57	17.10	18.01	18.85
Assistants	Teacher Asst.	12.35	12.97	13.90	15.11	15.64	16.18	17.03	17.88
	Library Asst.	12.35	12.97	13.90	15.11	15.64	16.18	17.03	17.88
	Noon Hr. Asst.	12.35	12.97	13.90	15.11	15.64	16.18	17.03	17.88
	Chapter I Asst.	12.35	12.97	13.90	15.11	15.64	16.18	17.03	17.88
	Lrng. Ctr. Asst.	12.35	12.97	13.90	15.11	15.64	16.18	17.03	17.88

LETTER OF AGREEMENT

RE: Contract Extension

THIS LETTER OF AGREEMENT (Agreement), by and between the Charlevoix Public Schools Board of Education (Board), and the Northern Michigan Education Association/CESPA/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:

SALARY SCHEDULE

2006 – 07 Zero percent* with steps 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;

$$\frac{2006-07 \# \text{ FTE Students X State Foundation Grant}}{2005-06 \# \text{ FTE Students X State Foundation Grant}} > 0\%,$$

Then the salary schedule shall be increased by the difference, not to exceed an additional 3.1%. The total 2006-07 increase shall not exceed 3.1% over the 2005-06 salary.

*** The only exception shall be for retiring bargaining unit members. Any bargaining unit member who retires during the 2006-07 school year shall receive an additional 1.5% of regular salary to be paid out equally among remaining pays.**

2007 – 08 Increase 3.0% 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;

$$\frac{2007-08 \# \text{ FTE Students X State Foundation Grant}}{2006-07 \# \text{ FTE Students X State Foundation Grant}} > 3.0\% \text{ Increase,}$$

Then the salary schedule shall be increased by the difference, not to exceed an additional 1.1%. The total 2007-08 increase shall not exceed 4.1% over the 2006-07 salary.

ARTICLE XXV – INSURANCE PROTECTION

- A. The Board shall provide without cost, including any changes, to the Bargaining Unit Members, MESSA's CHOICES II PPO protection with \$5/\$10 prescription copay for a full twelve-month period for the Bargaining Unit Member's entire family. Title I Assistants will receive fully paid, MESSA CHOICES II PPO for the entire family. On the above CHOICES II PPO plans, the board agrees to pay the difference in prescription co-pay in the attached letter of understanding.
- B. Persons who work four (4) hours or less per day, will receive MESSA CHOICES II PPO fully paid, Single Subscriber only. Those Bargaining Unit Members presently receiving more than Single Subscriber insurance benefits will continue said benefits for life of this contract, except for those positions of two (2) hours or less which are filled by laid off personnel. Such two (2) hour or less positions shall carry no health insurance.
- C. Bargaining Unit Members not wishing health insurance subsidy, but are eligible, through the school, may apply the equivalent of an individual employee's MESSA SUPER CARE 1 single subscribed premium toward any of the MESSA or MESSA Options.

3. ARTICLE XVI - INCLEMENT CONDITIONS

- C. Bargaining Unit Members may choose to use paid sick leave days when school is closed due to inclement weather, by phoning their immediate supervisor. However before such deduction shall be made, each Bargaining Unit Member shall BE PAID THE NUMBER OF ACT OF GOD HOURS PROVIDED BY THE STATE OF MICHIGAN for use during each school year. Rest at current contract.

4. ARTICLE XIV – STAFF REDUCTION

- F. Laid off Bargaining Unit Members shall be rehired in accordance with Department seniority; that is, the Bargaining Unit Member with the greatest seniority shall be rehired first; provided they have the ability and are physically able to perform the duties of the job that is open. Laid off Bargaining Unit Members shall remain on the recall list for a period of ten (10) years.

5. ARTICLE XXX - DURATION OF AGREEMENT

This Agreement shall be effective as of JULY 1, 2006 and shall continue in effect through August 31, 2008. Rest at current contract.

6. This Agreement shall not be considered as being precedent-setting between the parties.

7. This Agreement may be extended by the written Agreement of the parties.

FOR THE BOARD:

FOR THE ASSOCIATION:

John J. Sturock

John Sturock, Chief Spokesperson
Superintendent of Schools
Charlevoix Public Schools

Mary Lieberman, Chief Spokesperson
CESPA/NMEA/MEA/NEA