

This agreement is entered into this first day of July, 2006 by and between the Board of Education of the Big Bay de Noc School District, hereinafter referred to as the "Board" or "Employer," and the Big Bay de Noc local of the Michigan Education Support Personnel Association, hereinafter referred to as the "Union," "Association," or "MESPA."

PURPOSE AND INTENT

The general purpose of this agreement is to set forth terms and conditions of employment and to promote orderly and peaceful labor relations with the mutual interest of the Board, the employees, and the Union.

The parties recognize that the interest of the community and the job security of the employees depend on the Employer's success in establishing a proper service to the community.

In light of the statutory obligation of the Board to bargain, pursuant to Act 379 of the Michigan Public Acts of 1965, with the Union with respect to hours, wages, and terms and conditions of employment, the parties have reached certain understandings which they desire to memorialize.

In recognition of the following mutual covenants, it is hereby agreed as follows:

ARTICLE 1 - RECOGNITION

Section A

The Board hereby recognizes the Union as the sole and exclusive bargaining representative for all regular full-time and regular part-time support staff; office personnel, paraprofessionals, custodian-maintenance, maintenance head, food service, head cook, transportation employees, transportation head; however, excludes the Finance Director, all substitutes, and others whose duties are fifty percent (50%) or more supervisory or administrative. All employees shall be classified in one or more of the above divisions for the purpose of determining wages, salaries and benefits, in accordance with the expressed terms and conditions of this Master Agreement.

Section B

Unless otherwise indicated, the term "employee" or "bargaining unit member" when used hereinafter in this agreement shall refer to all members of the above-defined unit. All references to the male gender shall automatically be so construed as to include the female gender and vice versa.

Section C

The Board agrees that for the duration of this agreement that it will not negotiate with any union, group, or individual other than the union with which this agreement is made concerning hours, rates of pay or any terms of conditions of employment affecting the bargaining unit members as defined above.

ARTICLE 2 - UNION RIGHTS AND SECURITY

Section A

All terms and conditions of employment including wages, hours of work, extra compensation for duties outside regular hours of work, relief periods, leaves, and general employment conditions of all positions shall be maintained at not less than the highest minimum standards in effect at the time this agreement is signed.

Section B

Employees covered by this agreement at the time it becomes effective shall be required to continue or become members in the Union or pay a service fee equal to the national, state, and local dues for the duration of this agreement as a condition of continued employment.

Section C

The Employer agrees to deduct dues and fees, upon written authorization from the employee, within thirty (30) days of employment, after successful completion of probationary period, or the date on which this agreement becomes effective from each regular paycheck, September through June.

Section D

The Employer agrees to deduct service fees upon written authorization from the employees covered by this agreement who are not members of the Union within thirty (30) days of employment, after successful completion of probationary period, or the date on which this agreement becomes effective from each regular paycheck, September through June, or terminate that employee's employment within thirty (30) days of permanent employment.

Section E

The Association agrees to indemnify and hold the Board, including each individual school board member, harmless against any and all claims, demands, costs, suits, or other forms of liability including, but not limited to, back pay and all out-of-court or administrative agency costs that may arise out of or by reason of any action by the Board for the purpose of complying with this Article.

Section F

The Employer agrees to promptly remit to the Union any and all monies so deducted each pay period.

Section G

The Union shall be provided with adequate space on existing bulletin boards in each building for the purpose of posting Union materials. The Union shall also have the right to use the school mails as per past practice.

Section H

Special conferences for important matters will be arranged between the Union President and the representative of the Employer upon the request of either party. Such meetings

shall be between at least two (2) representatives of each party and held at a mutually agreed upon time.

Section I

The Union shall have the right to use school facilities for meetings and school equipment such as but not limited to typewriters, copier equipment, and audio-visual equipment. The Union shall have the use of the school equipment, and any costs for such use shall be borne by the Union.

Section J

Employees shall be represented by elected and/or appointed officers and stewards. Each school year the Union shall furnish the names of officers and stewards upon their election or appointment. The stewards may represent and/or investigate and present grievances to the Employer during hours in which the grievant and stewards are not scheduled to work unless a meeting during work hours is requested by the Employer.

Section K

In accordance with applicable laws concerning the right to information, the Employer agrees to furnish the Union, upon request, with information which is available concerning salary status which is necessary for the development and processing of grievances and/or negotiating proposals.

Section L

The duties of any bargaining unit member or the responsibilities of any position in the bargaining unit shall not be altered, increased, or transferred without just cause. The District shall meet and confer with the Association on any job description change subject to the terms and conditions of this Master Agreement.

Section M

The Employer will establish and practice a policy of giving employees preference for work they have customarily performed. In accordance therewith the District agrees it will not subcontract work that results in layoff or reduction of hours of any bargaining unit member unless the skills, additional equipment, or manpower needed to perform the work are not available in the school system, or that such work cannot be scheduled with the regular equipment or skills available within the District. The above language will be considered null and void as long as the relevant section of PA 112 remains in effect.

Section N

The Employer shall provide two (2) unpaid released days in whole or half-day segments for the annual conduct of business at Union conferences as deemed appropriate by the Union President. Employees, where possible, may make up any time missed by making arrangements with the Superintendent or designee.

ARTICLE 3 - EMPLOYEE RIGHTS

Section A

Pursuant to the Michigan Employment Relations Act, the Employer hereby agrees that every employee shall have the right freely to organize, join, and support the Union for the

purpose of engaging in collective negotiations or bargaining. 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, deprive, or coerce any employee in the enjoyment of any rights conferred by the Act or other laws of Michigan or the Constitutions of Michigan or the United States of America; that it will not discriminate against any employee with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership in the Union or collective negotiations with the Employer, his/her institution of any grievance or complaint or proceeding under this agreement or otherwise with respect to any terms or conditions of employment.

Section B

Employees shall be entitled to full rights of citizenship and no religious or political activities of any employee or lack thereof shall be grounds for any discipline or discrimination with respect to the employment of such employee. The private and personal life of the employee is not within the appropriate concern or attention of the Employer unless such private and personal actions adversely affect the job performance, position, and/or responsibilities of said employee.

Section C

No employee shall be disciplined (including warnings, reprimands, suspensions, reduction in rank or occupational advantage, discharge, or other actions of a disciplinary nature) without just cause. Any such discipline including reprimand shall be subject to the grievance procedure. Specific grounds forming the basis of or for such disciplinary action shall be made available to the Union. Evaluations shall not be subject to the grievance procedure.

Section D

An employee shall be entitled to have present a representative of the Union during any meeting which leads or may lead to disciplinary action. If disciplinary action seems likely, the Employer agrees to so advise the employee.

Section E

Further, the Employer agrees to verbally notify the employee of the pending inclusion of any reprimand(s) or written warning(s) in the personnel file. The reprimand or warning shall be initialed by both parties prior to inclusion. The employee has the right to attach his/her own written comments to the reprimand or warning. The employee has the right to review his/her personnel file in the presence of an administrator.

ARTICLE 4 - BOARD RIGHTS

Section A

All Board rights and functions, except those which are clearly and expressly abridged by this agreement, shall remain under the exclusive control of the Board. It is expressly recognized that such rights and functions include, but are not limited to:

1. Full and exclusive control of the management of the School District, the supervision of all operations and methods, processes, means and personnel by which any and all work will be performed; the control of the property, and the composition, assignment, direction, and determination of the size and type of work force.
2. The right to change or introduce new or improved operations, methods, procedures, means, or facilities, and the right to determine whether, and to what extent, work shall be performed by employees.
3. The right to determine the work to be done and the standards to be met by employees covered by this agreement.
4. The right to hire, establish classifications, promote, demote, transfer, release, and lay off employees.
5. The right to determine the qualifications of employees and to suspend, discipline, and discharge employees for cause, and otherwise to maintain an orderly and efficient operation.

ARTICLE 5 - SENIORITY

Section A

Seniority shall be defined as the length of service within the District as a member of the bargaining unit with accrual beginning from the bargaining unit member's most recent date of hire. Seniority shall accrue equally for all employees working four (4) hours per day or twenty (20) hours per week. Employees working fewer hours than these will have seniority prorated annually based on hours worked. In the event that more than one individual has the same date of hire, position on the seniority list shall be determined by a drawing held by the Union and administration at a mutually agreed upon time and place.

Section B

When an employee transfers from one classification to another, he/she is then considered least senior in that new classification. However, that employee will retain his/her district-wide seniority.

Section C

The Employer shall prepare and post the seniority list conspicuously in all buildings of the District within thirty (30) days of the effective date of this agreement and by October 1 on an annual basis thereafter for successive seniority lists. If a bargaining unit member objects to his/her placement on the seniority list, he/she shall have thirty (30) days from the date of the posting of the seniority list to meet jointly with the Union and the District's representative to discuss the discrepancy and shall be entitled to have his/her seniority adjusted as long as such adjustment is within the terms and conditions of this agreement. Following the thirty- (30) day objection period, the seniority list shall become final for that year.

Section D

An employee shall lose seniority only for the following reasons: if his/her employment is terminated for just cause; he/she quits, resigns, retires, or is transferred to a non-bargaining unit position.

Section E

Seniority shall continue to accrue for all bargaining unit members on paid leave of absence, disability, and unpaid sick leave. Seniority shall not accrue while an employee is on layoff or unpaid leave other than sick leave.

Section F

Newly hired employees shall be subject to a probationary period of ninety (90) consecutive working days. In the event that a newly hired employee has been substituting in the classification of hire for more than ninety (90) working days, the probation period will be waived. Seniority and benefits shall not accrue while an employee is on probationary status. If the employee is hired permanently, the date of hire shall be the initial date of continuous employment with the District.

ARTICLE 6 - LAYOFF AND RECALL

Section A

The procedures set forth in this Article shall be used in laying off personnel. Layoff shall be defined as a necessary reduction in the work force. Least senior employee by classification shall be laid off first.

Section B

No bargaining unit member shall be laid off pursuant to a necessary reduction in the work force unless said bargaining unit member shall have been notified in writing of said layoff thirty (30) calendar days prior to the effective date of layoff. In the event of a necessary reduction in work force the Employer shall identify the specific position(s) to be eliminated and shall notify the bargaining unit member(s) in those positions. Bargaining unit members whose positions have been eliminated due to reduction in work force or who have been affected by a layoff/elimination of position shall have the right to assume a position in their classification(s) for which they are qualified which is held by a less senior bargaining unit member. In no case shall a new employee be employed by the Employer while there are laid off bargaining unit members who are qualified for a vacant or newly created position.

Section C

Notice of recall shall be sent to the employee at their last known address by registered or certified mail. If an employee fails to report to work within twenty (20) working days from the date of mailing the notice of recall, he/she shall be considered a quit. It is the responsibility of the laid off employee to notify school administration should he/she move or is on an extended leave from the area if a recall should take place.

Section D

Employees on layoff shall retain their seniority and be eligible for recall for two (2) years at which time they must submit in writing their request to be left on the recall list. Should a laid off employee turn down an offer to return to a position for which he/she is qualified, the employee would be taken off the recall list. In the event the employer's offer will be of lesser hours than the position held at the time of lay-off, he/she will remain on the recall list. Recall rights are limited to three (3) years from the date of layoff.

ARTICLE 7 - VACANCIES, PROMOTIONS, TRANSFERS

Section A

1. A vacancy shall be defined as a newly created position or a present position that is not filled in the bargaining unit. If at any future date a position is created within the District, the Board will place such position in the proper job classification.
2. A vacancy shall be posted within ten (10) working days of its creation or when it becomes vacant in the bargaining unit.
3. The posting and hiring process for new jobs must be completed within twenty (20) working days.

Section B

All vacancies shall be posted in a conspicuous place in each building of the District for a period of ten (10) working days. Employees may apply for a vacant position in writing during the ten- (10) working day period. The Employer agrees to notify employees of vacancies during the summer months by sending notice of the vacancy to the Union President.

Section C

Vacancies will be filled on the basis of seniority, qualifications, skill, and ability. Unless the Employer can establish that one of the applicants has greater qualifications, skill or ability, the employee/applicant with the greatest seniority will be awarded the position.

Section D

Upon transfer the employee will receive the wages and other benefits of that position. Employees who have transferred from one position to another will be subject to a thirty- (30) working day probationary period. During the thirty (30) working day probation the employee has the option to remain in the new position or return to the previous position. However, should the administration decide that the employee is unable to handle the position he/she will be able to return to his/her previous position within the thirty (30) working day probation.

ARTICLE 8 - GRIEVANCE PROCEDURE

Section A

A claim by an employee or the Association that there has been a violation, misinterpretation, or misapplication of any provision of this agreement may be processed as a grievance hereinafter provided. It shall be recognized that a grievance is a complaint

alleging a violation of a specific article or a sanction of this agreement. The following matter shall not be the basis of any grievance filed under the procedure outlined in this article: the termination of services or failure to re-employ any probationary employee.

Section B

When possible and practical, grievances will be processed during times which do not interfere with the assigned duties of the grievant or his/her representative. Should the Board agree to hold the proceedings during regular working hours, an employee participating in any level of the grievance procedure or an employee who is a party of interest will be released from assigned duties without loss of wages.

Section C

An employee, at any time, may present the grievance at any level and have the grievance adjusted without intervention of the Association, provided, however, that said adjustment is not inconsistent with the terms of this agreement and the Association has been given an opportunity to be present at such adjustment.

Step One

Within five (5) working days of the occurrence of an alleged grievance, the employee shall submit on the form attached to this agreement as Schedule B, a written grievance to his/her immediate supervisor. If a grievance is not submitted within five (5) working days, then the grievance shall be considered waived. Within five (5) working days following the receipt of the written grievance the supervisor shall meet with the employee in an effort to resolve the grievance. Within five (5) working days following said meeting the supervisor shall submit a written answer to the employee.

Step Two

If the employee is not satisfied with the written answer of the supervisor within five (5) working days following receipt of said answer, the grievance shall be submitted to the Superintendent. Within seven (7) working days the Superintendent shall meet with the employee in an effort to resolve the grievance. Within five (5) working days following said meeting the Superintendent shall submit a written answer to the employee.

Step Three

If the employee is not satisfied with the written answer of the Superintendent, within five (5) working days following receipt of said answer the grievance shall be submitted to the Secretary of the Board or its designee. The Board at its next regular meeting or within four (4) weeks, whichever occurs first, shall meet with the employee and local Association in an effort to resolve the grievance. The Board shall then have ten (10) working days in which to deliver a written answer to the Association.

Step Four

If the local Association is not satisfied with the written answer of the Board, within seven (7) working days following receipt of said answer the grievance may be submitted to the American Arbitration Association in accordance with its rules.

Section D

The Board and the employee or his/her designated representative shall not be permitted to assert in such arbitration proceedings on any ground or rely on any evidence not previously disclosed to the other party. The arbitrator shall have no power to alter, add or subtract from the terms of this agreement. Both parties agree to be bound by the ruling of the arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction. The fees and expenses of the arbitrator shall be equally shared by the parties involved. The arbitrator shall hold meetings promptly and issue his/her decision not later than thirty (30) days from the day of the close of the hearings unless mutually extended by the parties.

Section E

The time limits provided in this article shall be strictly observed but may be extended by written agreement of the parties. In the event that a grievance is filed after May 15 of the current school year and strict adherence to the time limits may result in hardship to any party, the Board may use its best efforts to process such grievance prior to the end of the school term or as soon as possible. Notwithstanding the expiration of this agreement, any claim or grievance arising during this agreement may be processed through the grievance procedure until resolution.

ARTICLE 9 - WORKING CONDITIONS

Section A

Any employee that is directed to assist handicapped students during the performance of their regular duties shall be provided necessary equipment and training in proper hygienic practices to carry out their job responsibilities. During the hiring process of any bargaining unit member who may be required to provide school health services or self-care activities on behalf of students (such as soiling or toileting), the Employer shall advise the member in writing of the acts, functions, or activities the member may be asked to perform and actions they may encounter. The District shall assure the necessary liability insurance coverage for these employees. No present employee shall be required to administer prescription drugs unless required by law. In the event that a child with an ongoing communicable disease is allowed by policy or by law to attend school, all bargaining unit members having contact with the student shall be notified in advance of the child's placement and/or return to school to the extent such notification is permitted under law. The District shall provide in-service training in hygienic practices and management to bargaining unit members coming into contact with students having such communicable diseases. The District shall provide all necessary supplies and materials needed by the employee to perform their job responsibilities in regards to this provision.

Section B

On those days when school has a delayed start, early dismissal or is canceled because of conditions not within the control of the school authorities and there is no penalty from the School Aid Act, employees will not be expected to report to work, but may be requested by the Superintendent to report as soon as possible or to remain until the building is properly closed down.

On those days when school is cancelled and must be rescheduled according to the School Aid Act, full-year employees may either report to work or elect not to work that day and take vacation or compensatory time off.

If school is cancelled after it has started and students are sent home, all employees except full-year employees and bus drivers shall be entitled to go home once the building and work materials have been adequately closed and/or cared for. Full-year employees and drivers would complete their regular duties to ensure the safe delivery of students and proper closing down of the building. Then, they, too, would be able to leave.

Should the cancellation of school create the necessity to make up the day, those employees already at their work station as scheduled will be paid from the time their job commences until they are informed that school is cancelled and their building or work material has been closed or cared for but not less than two (2) hours. If the District is required to make up days or hours, all employees will be required to work and be compensated at their regular rate of pay.

Section C

Full-time employees who work for six (6) or more continuous hours shall be entitled to two (2) fifteen- (15) minute relief periods. All full-time employees shall have an unpaid, thirty- (30) minute, duty-free lunch break.

Section D

The Employer agrees that no employee be required to work under unsafe or hazardous conditions. Further, the Employer agrees to provide without cost to the employee necessary safety equipment, not to include normal work apparel, for the performance of their regular duties. First aid kits shall be available in the employee's immediate work area for employee use.

Section E

Each employee shall be covered by the applicable Worker's Compensation Laws. In the event that an employee suffers an absence due to an injury or illness arising out of and in the course of his/her employment, the Employer shall pay to such bargaining unit member the difference between his/her salary and the benefits received under the Worker's Disability Compensation Act until sick leave is exhausted. A deduction of a portion of a sick leave day shall be made for the salary differential paid until the sick leave is exhausted.

If an employee becomes disabled as the result of a work-related injury, the employee shall have the right to return to his/her former or equivalent position for up to two (2) years subsequent to the date the disability began. After this two- (2) year period the employee shall be entitled to the first available vacancy for which he/she is qualified in accordance to the recall procedures of this contract.

Section F

In the event that an administrator is not available to hand out prescribed medication employees may be required to do so under the guidelines of School Board policy. In the

event of a medical emergency the Board indemnifies and holds harmless the employee's efforts to assist any student.

Section G

The Employer agrees to give assistance to employees in relation to requests for maintenance of control and discipline in the employee's work area. When short-term or emergency situations present themselves, employees may be required to supervise students provided that such supervisory time is paid time at the employee's normal rate of pay.

Section H

The Employer agrees to reimburse each employee required to attend training or special schooling the amount spent for fees, mileage, meals, and lodging. In addition, the Employer agrees to pay the employee his/her regular rate of pay for each hour of classroom attendance or a full day's wage if the schooling takes place during a regular work day, and for travel time up to three (3) hours to and from the school. Hours worked over forty (40) in a week will be paid at time and one-half (1/2).

Section I

The Employer will pay for chauffeur's licenses for those employees who need them in the performance of their job and any special testing or schooling required by the District for the term of this agreement only.

Section J

Custodians responding to an emergency or maintenance call will have the option of requesting the presence of a second custodian. They will be paid for a minimum of two (2) hours' show-up time.

Section K

There will not be any smoking permitted within any school building nor in any school-owned vehicle.

ARTICLE 10 - LEAVES OF ABSENCE

Section A - Sick Leave

Employees in the Big Bay de Noc District shall be granted sick leave days at the rate of ten (10) days per year for less than full-year employees and twelve (12) days for full-year employees. 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. Paid sick leave will be accumulated based on hours: each day credited will be based upon the normal daily hours worked by the employee during the month earned (based upon posted hours for the employee's position). The unused portion shall be allowed to accumulate to one thousand two hundred eighty (1,280) hours. Sick leave may be used for the employee's illness, maternity, including pregnancy and childbirth, disability, or illness or injury in the employee's immediate family. Immediate family shall be defined to include the employee's spouse, parent, child, brother, sister, parent-in-law, grandparents, grandchild, stepparent, stepchild or anyone who has stood in that relationship to the bargaining unit

member, or relative who resides in the employee's household. Others may be included with administrative approval. Up to the equivalent of five (5) days (based upon posted hours for the employee's position) of the accumulated sick leave may be used for illness of a person in the immediate family. Sick leave shall not accumulate while an employee is on probationary status unless he/she has transferred from another job in the District and has been receiving this benefit.

Section B

Each employee shall be entitled to personal business leave each year equivalent to four (4) days for full-year employees or three (3) days for all other employees (based upon posted hours for the employee's position). Unused days may be banked up to a maximum of forty (40) hours at which time unused hours over forty (40) may be rolled into the employee's sick leave accumulation or paid to him/her at one-third (1/3) of his/her hourly salary.

Section C - Foreseeable Medical Leave

For the purpose of a foreseeable medical condition, the employee will notify the District at least thirty (30) working days prior to the expected date of the foreseeable medical leave of his/her intent to use this leave provision. An emergency or unforeseen complication shall be reason for exception to the notification time period. The employee will be allowed to continue work until such time as he/she is no longer physically able to perform his/her duties as certified by his/her physician, and shall return to work as soon as he/she is physically able to do so as certified by his/her physician. Employee fringe benefits shall be maintained by the District with the employee being returned to the same position upon return to work as held prior to the leave.

Section D - Personal Sick Leave Extension

Any employee whose personal illness (as defined in Section A above) extends beyond the period compensated shall be granted a leave of absence without pay for such time as is necessary for complete recovery from such illness up to one (1) year. The employee may continue insurance benefits at his/her own expense.

The Board shall have the right to request one (1) statement from the employee's physician to the effect that the employee has recovered and may return to his/her regular duties. A second physician's statement may be required at the Board's expense.

Section E - Bereavement Leave

Up to three (3) days with pay shall be granted for death(s) in the employee's immediate family which is defined in Section A of this Article with the addition of niece, nephew, brother-in-law, sister-in-law, daughter-in-law, and son-in-law. Should additional bereavement leaves be necessary, upon Superintendent's approval, additional leave may be charged against sick leave.

Section F - Jury Duty

An employee called for jury duty or subpoenaed to give testimony before any judicial or administrative tribunal shall be compensated for the time off, the difference of such an obligation. The employee shall be entitled to keep amounts paid for mileage over and

above the amount stipulated herein. An employee who is a plaintiff or defendant in a case not related to their school services before any judicial or administrative tribunal shall not be compensated unless personal business days are used.

Section G - Workmen's Compensation

Absence due to injury which is compensable under Workman's Compensation shall not be charged against the employee's sick leave accumulation.

ARTICLE 11 - NEGOTIATION PROCEDURES

Section A

At least sixty (60) working days prior to the expiration of this agreement the MESPA bargaining team shall notify the Board in writing that they are ready to begin negotiations for a new agreement for the ensuing school year (s). Negotiations shall begin during this time.

The parties acknowledge that during the negotiations of this agreement each had unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understanding and agreements arrived at by the parties after the exercise of that right are set forth in this agreement. Therefore, the District and the Union waive the right and each agrees that the other shall not be obligated to bargain collectively for the duration of this agreement with respect to any subject or matter whether covered or not by this agreement. Provided, however, that by mutual written agreement of the parties this agreement may be reopened for negotiations but that any amendment or supplemental agreement shall not be binding unless executed in writing and signed by the parties.

Section B

Neither party in any negotiations shall have any control over the selection of the negotiating or bargaining representatives of the other party and each may select its representatives from within or outside the School District. While no final agreement shall be expected without ratification by the Union and the Board of Education, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations, subject only to such ultimate ratification.

Section C

If the parties fail to reach an agreement in any such negotiations, either party may invoke the mediation machinery of the Michigan Employment Relations Commission or take any other lawful measures it may deem appropriate.

ARTICLE 12 - STRIKES

Section A

The Union will not authorize, sanction, condone, or acquiesce in, nor will any member of the bargaining unit take part in any strike or work stoppage of any kind or nature during the duration of this agreement. Strike and work stoppages shall be deemed to include, but are not limited to, slow-downs, stoppages of any kind, sit-ins, "blue flu," and illegal

picketing and demonstrating for the duration of this agreement in reference to the Big Bay de Noc School District.

Section B

The Employer agrees that during the period of this agreement it will not either directly or indirectly engage in or assist in any unfair labor practice as defined by the Public Employment Relations Act (PERA).

Section C

Any employee may not be ordered to cross a picket line nor shall it be cause for discipline or discharge if such act could adversely affect the personal safety of the employee; however, the employee will forfeit his/her pay for time lost.

ARTICLE 13 - WORK YEAR - WORK WEEK - WORK DAY

Section A

The normal work year for all unit employees (except full-year employees) shall be a minimum of the number of student days plus a total of one (1) additional day to be used in one of the following manners: (1) one full day before the start of the student year; (2) one full day at the end of the student year; (3) one half day before the student year and one half day at the end of the student year; at the discretion of the supervisor of the classification. The normal work year for full-year employees shall be two hundred sixty (260) days.

Section B

The normal work week for employees is Monday through Friday as follows: Full-year employees, a minimum of forty (40) hours per week; full time Food Service, a minimum of thirty (30) hours per week; full time Aides, a minimum of thirty (30) hours per week. All employees will be paid for actual hours worked, except Bus Drivers, hours based on length of run with a minimum of four (4) hours. Only time over forty (40) hours a week worked will be paid at the rate of one and one-half (1 1/2) times the regular rate.

Section C

The work day for those employees who drive bus will begin with the pre-run bus inspection. A total of thirty (30) minutes daily will be allowed for warm up and clean up time. Drivers having to spend extra time on their runs due to breakdowns, student concerns, or weather conditions will be compensated at their current rate of pay. Bus drivers whose bus routes are less than four (4) hours per day will work the balance of those hours as assigned and scheduled by their supervisor.

Section D

Sick days, vacation days, holidays, and personal business days shall not be counted as days worked toward overtime.

Section E

Part-time employees and full-time employees substituting out of their classification shall be paid the substitute wage for that classification.

ARTICLE 14 - DURATION OF THE AGREEMENT

Section A

This agreement shall be effective as of July 1, 2006, and shall continue in effect until the 30th day of June 2007. If pursuant to negotiations for a successor agreement, and agreement or modification is not reached prior to the expiration date of this agreement, this agreement shall expire on the expiration date unless it is extended for a specific period of time by written mutual agreement between the parties.

In witness whereof the parties have caused this agreement to be signed by the respective representatives.

ARTICLE 15 - FRINGE BENEFITS

Section A

Full-year employees shall receive vacation time each year. Vacation periods shall be arranged with the supervisor directly responsible for the work of the employee. Vacations shall be arranged with the work schedule of the District in mind.

Section B

It is intended that vacation time be used any time during the work year but in the event the Employer encounters scheduling difficulties, upon obtaining consent of the employee(s), vacation time may be accumulated. If the vacation days are not used at the time the employee retires and/or is replaced, no compensation for the unused days will be made except by Board intervention. Payment will then be paid at the current daily rate of pay.

Section C

Vacation time shall be computed and credited to each full-year employee on July 1 each year based on the following schedule:

1 to 2 years	1 Week
3 to 7 years	2 Weeks
8 to 13 years	3 Weeks
14 to 19 years	4 Weeks
20 or more years	5 Weeks

Section D

Full-year employees shall have the following holidays off with pay: Good Friday, July 4, Memorial Day, Labor Day, Thanksgiving Day and the following day, Christmas Eve and Christmas Day, New Year's Eve and New Year's Day. Should any of the above days fall on either a Saturday or a Sunday, either the Friday or Monday shall replace that day. If a holiday falls on a day during the school year when it is necessary to have the employee on duty, other employees concerned with the needed duty shall rotate assignments for the holiday period.

Section E

MESSA CHOICES II HEALTH INSURANCE

MESSA Choices 11 (effective 10/1/04)

All employees will receive full twelve (12) month MESSA Choices II effective 10/1/04 after they have successfully completed their ninety (90) working day probationary period.

Any school year employees hired after 7/1/06 will receive MESSA Choices II Health Insurance Plan paid at the single subscriber premium rate. If the employee elects to purchase additional family coverage, he/she will have the option to have the difference in premium cost deducted through payroll deduction.

Employees hired after 6/30/01 will have insurance benefits based on the following:

- Thirty (30) plus hours – full benefits
- Twenty (20) plus hours – sixty-five percent (65%) of full benefits
- Less than twenty (20) hours – no insurance

Employees hired after 7/1/95 will have medical coverage prorated equivalent with actual hours worked; however, a minimum of sixty-six percent (66%) benefits will remain in effect for employees hired prior to 7/1/95.

Employees have the option to have the difference between part-time and full-time coverage deducted from their payroll.

Insurance Cap: A ten percent (10%) cap on the bargaining member's total insurance package cost over the previous year's premium, with a fifty-fifty (50/50) split on the remaining increase.

Life Insurance: Each employee shall receive \$5,000 in term life insurance and an additional \$5,000 AD&D.

Section F

Dental Insurance: The Group Dental Insurance Plan shall be Delta Dental. Dental insurance benefits will not be paid while the employee is on probationary status.

- Class 1 Benefits – Plan pays 100%
- Class 11 Benefits – Plan pays 90%
- Class 111 Benefits – Plan pays 90%

Maximum Payment - \$1,000 per person total per benefit year on Class 1, Class 11, and Class 111 Benefits. Benefit year 7/1 – 6/30. Part-time employees dental benefits will be based on date of hire and hours worked.

Deductible: None

Section G

Vision Insurance: VSP 3 Plus. Vision insurance benefits will not be paid while employee is on probationary status.

Employees benefit year is from 7/1 to 6/30. (If employees use the VSP 3 Plus participating eye doctors, their exam and lenses will be paid in full. Frames will be reimbursed at up to \$80. One set of glasses or contacts per person will be allowed each benefit year.) Part-time employees vision benefits will be based on date of hire and hours worked.

Section H (Cash Option)

Those employees qualifying for the health care package under this Master Agreement who choose not to take the package shall be eligible to take up to Two Thousand Seven Hundred Dollars (\$2,700) per year in insurance options and/or cash in accordance with the IRS tax code. In Lieu Of will be raised to Five Thousand Dollars (\$5,000) if two (2) full-time employees elect cash option. Employees will be paid Two Thousand Seven Hundred Dollars (\$2,700) or Five Thousand Dollars (\$5,000) based on the following:

Employees hired after 6/30/01 will receive the cash option based on the following schedule –

Thirty (30) plus hours: full cash option

Twenty (20) plus hours: sixty-five percent (65%) of full cash option

Less than twenty (20) hours: no cash option

Employees hired after 7/1/95 will receive the cash option prorated equivalent with actual hours worked; however, a minimum of sixty-six (66) percent benefits will remain in effect for all employees hired before 7/1/95.

Section I

Changes in family status shall be reported by the employee to the office within thirty (30) days of such change. The employee shall be responsible for any overpayment of premium made by the Board in his/her behalf for failure to comply with this section.

Section J

In the event a bargaining unit member has exhausted all paid sick leave the District shall continue payments of applicable contributions for health care coverage, provided the member is still an employee of the District, for a period of six (6) months. At that time a doctor must certify an ability to return to work or a permanent disability. The Board at that time can make a determination to terminate employment.

Section K

The Employer recognizes the need, desirability, and importance of continuing training and education of employees. The Employer also agrees that self-improvement through additional training and education will directly and indirectly be of significant benefit to the employer in many various aspects such as maintenance and enhancement of job skills, increased employee morale regarding job satisfaction and promotional possibilities, and a continued and increasing positive influence on students and the entire educational

process. programs and activities that qualify for continuing education credit are those seminars, in-service training programs, workshops, courses, conferences, and other such education or training that will in general serve to maintain, upgrade, or enhance an employee's job skills or personal growth. Upon successful completion of a continuing education activity the employee may convert up to fifty percent (50%) of their accumulated sick leave to pay for costs incurred including such items as enrollment fees, tuition, books, and materials upon prior approval from the Superintendent or his/her designee.

ARTICLE 16 - COMPENSATION

Section A

The basic compensation shall be set forth in Schedule A. There shall be no deviation from Schedule A compensation rates for the duration of this agreement.

Section B

Pay checks will be issued every other Thursday. Employees shall choose to have their compensation divided over twenty (20) pay periods, twenty-six (26) pay periods, or twenty (20) pay periods with a lump sum paid at the end of the school year.

Section C

All mandatory payroll deductions will be made by the District and transferred to the proper collection agency.

Section D

The following conditions shall apply to overtime work: time and one-half (1 1/2) shall be paid for all hours worked over forty (40) hours in one (1) week including Saturdays and Sundays. Double time shall be paid for all hours worked on holidays.

Compensatory time may be given in lieu of overtime pay only if agreeable to the employee and the Employer. Such compensatory time shall be at the rate of time and one-half (1 1/2).

Section E

Regular daily pay for part-time bus drivers shall be paid at a per hour rate as set forth on Salary Schedule A. One (1) fifteen- (15) minute period shall be allowed for preparation time and one (1) fifteen- (15) minute period for clean-up time each day to be paid at an hourly rate. One and one-half (1 1/2) hours will be paid for washing the bus if directed to do so by the transportation director.

Section F

When the District requires bargaining unit members to drive extracurricular trips that require the use of a school bus, the basic compensation for drivers will be (see Schedule A) paid from the time they leave the school until they return plus one-half (1/2) hour for a pre-trip inspection and for cleaning the bus. The driver will be paid for a minimum of four (4) hours for each trip. However, the senior class trip and the Youth in Government are exempt from this agreement.

Section G

In the event that an extracurricular trip starts before the end of a driver's regular shift, the driver will receive regular wages up to the end of his/her regular shift and then see Schedule A for the remainder of the trip.

Section H

Out-of-district trips requiring a bus driver will use drivers qualified as regular bus drivers according to seniority on a rotating basis, excluding anyone who will qualify for overtime wages prior to leaving for an out-of-district trip. The Transportation Head shall attempt to use a certified driver from within the regular eight- (8) hour employees for all trips within the District and trips during school hours to Manistique. These trips will not be the source of overtime hours and may require periods of downtime to ensure overtime hours are not required. A bus driver shall be paid his/her wages for one (1) hour if he/she is not notified of a trip cancellation at least one (1) hour before the reporting time for the trip. Evidence of a good faith effort to make such notification will be accepted.

Summer trips will be handled by the Transportation Head. If the Transportation Head cannot take these summer runs within his regular working day, then the Transportation Head shall attempt to use a certified driver from within the regular bus driver employees on a rotating basis paid at the extra curricular bus run rate of pay as set forth in Schedule A.

Section I

In the event of an overnight extracurricular trip, the driver will be paid his/her regular rate of pay for each hour worked or a full day's wage, whichever is more, for each day of the trip. Hours over forty (40) will be paid at one and one-half (1 1/2) times the regular rate.

Section J

Upon submitting receipts, drivers transporting students in a school vehicle will be reimbursed up to Nine Dollars (\$9.00) for each meal. Upon submitting receipts, drivers will be reimbursed for the cost of a private motel room at the same motel as the students are staying if a trip involves an overnight stay.

Section K

Employees required in the course of their regular working day to drive personal automobiles while conducting approved work-related business shall receive compensation at the IRS reimbursable rate per mile.

Section L

All employees, upon qualifying for retirement as set forth by the Michigan Public School Employee Retirement System, shall receive at his/her option one of the following:

- Five Hundred Dollars (\$500), or
- One (1) day for each year worked will be paid to the employee as a retirement bonus, or
- One-third (1/3) of the amount of the accumulated sick leave in cash [forty-five (45) days maximum] will be paid to the employee as a retirement bonus.

In the event of an employee's death before retirement but after qualifying for retirement benefits, the employee's beneficiary is entitled to receive the bonus which is the greatest of the three (3) options.

Section M

Upon voluntary termination after fifteen (15) years of satisfactory employment from the date of hire, unused sick leave that has accumulated shall be paid to him/her at one-third (1/3) their daily rate.

ARTICLE 17 - MISCELLANEOUS PROVISIONS

Section A

It is agreed that this agreement is the sole agreement between the parties and as such shall supersede any rules, regulations, or practices of the District which shall be contrary to or inconsistent with its terms. The provisions of this agreement shall be incorporated into and be considered a part of the established policies of the District and supersedes or cancels all previous agreements.

Section B

If any provision or application of this agreement to any employee or group of employees shall be found 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 applications shall continue in full force and effect.

Section C

Copies of this agreement shall be provided at equal expense to the Board and Association and distributed to each employee of the District now employed or hereinafter employed within thirty (30) days of employment or when this agreement is signed by both parties.

Section D

There shall be two (2) officially signed copies of any agreement reached between the parties with one (1) being retained by the District and the other by the Union.

Section E

The Employer agrees to pay for all required licensure, testing, and physical examination as may be requested for full licensure.

Section F

The Employer shall continue to pay the employee's retirement under the Michigan School Retirement System as is their present practice.

Section G

The terms and conditions of this agreement shall remain in full force until a successor agreement is reached.

FOR THE UNION:

FOR THE BOARD:

President

President

MESPA Representative

Secretary

Date Ratified by MESPA

Date Ratified by Board

SALARY SCHEDULE A

CLASSIFICATIONS:

Aides

Student year plus one full day (as per Article 13).

Food Service

Student year plus one full day (as per Article 13).

Bus Drivers

Student year plus one full day (as per Article 13); hours based on length of bus run with minimum of four (4) hours; one (1) fifteen (15) minute period for preparation time and one (1) fifteen (15) minutes period for cleanup each day to be paid at the hourly rate; one and one-half (1 1/2) hours to be paid at the hourly rate for the purpose of washing the bus as directed by the Transportation Director.

11 Month Employee

8 hours per day, 219 days; benefits pro-rated based on 12 month employees'
Principal/Elementary Coordinator Secretary

Part-time Employee

(2 hour/day, school year)

AIDE

Full-Year Employees

(9 hrs/day, 180 days) One (1) hour of down time will be scheduled into this schedule;

(8 hrs/day, 80 days)

TRANSPORTATION HEAD/DRIVER/MECHANIC

Full-Year Employees

(8 hrs/day, 260 days)

MAINTENANCE HEAD

NIGHT CHARGE CUSTODIAN

NIGHT CUSTODIAN

SECRETARY/BOOKKEEPER

EXTRACURRICULAR BUS RUNS

Hourly Rate

2006-07

\$12.25/hr.

SUPPORT STAFF SALARY GRIDS			
CUSTODIANS	2006-07	BUS DRIVERS	2006-07
Step 1	13.96	Step 1	14.79
Step 2	14.21	Step 2	15.04
Step 3	14.46	Step 3	15.29
Step 4	14.71	Step 4	15.54
Step 5	14.96	Step 5	15.79
Step 6	15.21	Step 6	16.04
Step 7-9	15.56	Step 7-9	16.39
Step 10-12	15.81	Step 10-12	16.64
Step 13-15	16.06	Step 13-15	16.89
Step 16-18	16.31	Step 16-18	17.14
Step 19-21	16.56	Step 19-21	17.39
Step 22-24	16.81	Step 22-24	17.64
Step 25-30+	17.06	Step 25-30+	17.89
* Night Charge Custodian will earn an extra \$.20/hr.			
MAINTENANCE /	2006-07	SECRETARIES	2006-07
TRANSPORTATION HEAD			
Step 1	15.31	Step 1	13.96
Step 2	15.56	Step 2	14.21
Step 3	15.81	Step 3	14.46
Step 4	16.06	Step 4	14.71
Step 5	16.31	Step 5	14.96
Step 6	16.56	Step 6	15.21
Step 7-9	16.91	Step 7-9	15.56
Step 10-12	17.16	Step 10-12	15.81
Step 13-15	17.41	Step 13-15	16.06
Step 16-18	17.66	Step 16-18	16.31
Step 19-21	17.91	Step 19-21	16.56
Step 22-24	18.16	Step 22-24	16.81
Step 25-30+	18.41	Step 25-30+	17.06
AIDES / SPECIAL	2006-07	SHARED DUTY	2006-07
NEEDS AIDES		COOKS	
Step 1	12.15	Step 1	12.65
Step 2	12.40	Step 2	12.90
Step 3	12.65	Step 3	13.15
Step 4	12.90	Step 4	13.40
Step 5	13.15	Step 5	13.65
Step 6	13.40	Step 6	13.90
Step 7-9	13.75	Step 7-9	14.25
Step 10-12	14.00	Step 10-12	14.50
Step 13-15	14.25	Step 13-15	14.75
Step 16-18	14.50	Step 16-18	15.00
Step 19-21	14.75	Step 19-21	15.25
Step 22-24	15.00	Step 22-24	15.50
Step 25-30+	15.25	Step 25-30+	15.75
* Special Needs Aides may be hired at a step that corresponds with experience or education (max Step 5).			
A TRANSFER FROM ONE POSITION (CLASSIFICATION) TO ANOTHER WILL RECEIVE UP TO FIVE (5) YEARS' EXPERIENCE CREDIT ON THE SALARY SCHEDULE.			

SUPPORT STAFF SALARY GRIDS			
COOKS	2006-07	HEAD COOK	2006-07
Step 1	12.15	Step 1	13.35
Step 2	12.40	Step 2	13.60
Step 3	12.65	Step 3	13.85
Step 4	12.90	Step 4	14.10
Step 5	13.15	Step 5	14.35
Step 6	13.40	Step 6	14.60
Step 7-9	13.75	Step 7-9	14.95
Step 10-12	14.00	Step 10-12	15.20
Step 13-15	14.25	Step 13-15	15.45
Step 16-18	14.50	Step 16-18	15.70
Step 19-21	14.75	Step 19-21	15.95
Step 22-24	15.00	Step 22-24	16.20
Step 25-30+	15.25	Step 25-30+	16.45
A TRANSFER FROM ONE POSITION (CLASSIFICATION) TO ANOTHER WILL RECEIVE UP TO FIVE (5) YEARS' EXPERIENCE CREDIT ON THE SALARY SCHEDULE.			

SALARY SCHEDULE FOR EMPLOYEES HIRED AFTER 6/30/06

CUSTODIANS	2006-07		BUS DRIVERS	2006-07
Step 1	10.75		Step 1	11.35
Step 2	10.90		Step 2	11.50
Step 3	11.05		Step 3	11.65
Step 4	11.20		Step 4	11.80
Step 5	11.35		Step 5	11.95
Step 6	11.50		Step 6	12.10
Step 7-9	11.65		Step 7-9	12.25
Step 10-12	11.80		Step 10-12	12.40
Step 13-15	11.95		Step 13-15	12.55
Step 16-18	12.10		Step 16-18	12.70
Step 19-21	12.25		Step 19-21	12.85
Step 22-24	12.40		Step 22-24	13.00
Step 25-30+	12.55		Step 25-30+	13.15
*Night Charge Custodian will earn an extra \$.20/hr.				
MAINT/TRANSPORTATION HEAD	2006-07		SECRETARIES	2006-07
Step 1	11.75		Step 1	10.75
Step 2	11.90		Step 2	10.90
Step 3	12.05		Step 3	11.05
Step 4	12.20		Step 4	11.20
Step 5	12.35		Step 5	11.35
Step 6	12.50		Step 6	11.50
Step 7-9	12.65		Step 7-9	11.65
Step 10-12	12.80		Step 10-12	11.80
Step 13-15	12.95		Step 13-15	11.95
Step 16-18	13.10		Step 16-18	12.10
Step 19-21	13.25		Step 19-21	12.25
Step 22-24	13.40		Step 22-24	12.40
Step 25-30+	13.55		Step 25-30+	12.55
AIDES/SPECIAL NEEDS AIDES	2006-07		SHARED DUTY COOKS	2006-07
Step 1	9.40		Step 1	9.75
Step 2	9.55		Step 2	9.90
Step 3	9.70		Step 3	10.05
Step 4	9.85		Step 4	10.20
Step 5	10.00		Step 5	10.35
Step 6	10.15		Step 6	10.50
Step 7-9	10.30		Step 7-9	10.65
Step 10-12	10.45		Step 10-12	10.80
Step 13-15	10.60		Step 13-15	10.95
Step 16-18	10.75		Step 16-18	11.10
Step 19-21	10.90		Step 19-21	11.25
Step 22-24	11.05		Step 22-24	11.40
Step 25-30+	11.20		Step 25-30+	11.55

COOKS	2006-07	HEAD COOK	2006-07
Step 1	9.40	Step 1	10.25
Step 2	9.55	Step 2	10.40
Step 3	9.70	Step 3	10.55
Step 4	9.85	Step 4	10.70
Step 5	10.00	Step 5	10.85
Step 6	10.15	Step 6	11.00
Step 7-9	10.30	Step 7-9	11.15
Step 10-12	10.45	Step 10-12	11.30
Step 13-15	10.60	Step 13-15	11.45
Step 16-18	10.75	Step 16-18	11.60
Step 19-21	10.90	Step 19-21	11.75
Step 22-24	11.05	Step 22-24	11.90
Step 25-30+	11.20	Step 25-30+	12.05

*Special Needs Aides may be hired at a step that corresponds with experience or education (max step 6). A transfer from one position (classification) to another will receive up to five (5) years' experience credit on Salary Schedule.

SCHEDULE B
BIG BAY DE NOC SUPPORT PERSONNEL ASSOCIATION
GRIEVANCE REPORT

Name of Grievant _____

Date Grievance Was Filed _____

A. Grievance

1. Date cause of grievance occurred _____

2. Statement of grievance (Use other side of form if necessary)

3. Section(s) of contract violated _____

4. Relief sought (Use other side of form if necessary)

B. Disposition

Step I

Date received by Supervisor _____

Disposition by Supervisor _____

Signature of Supervisor

Date

Position of Grievant and/or Association _____

Signature

Date

Step II

Date received by Superintendent of Schools _____

Disposition by Superintendent of Schools _____

Signature of Superintendent of Schools

Date

Position of Grievant and/or Association _____

Signature

Date

Step III

Date received by Board of Education _____

Disposition by Board of Education _____

Signature, Secretary, School Board

Date

Step IV

Request for arbitration (if applicable) _____

Signature

Date

SCHEDULE C - EXTRA CURRICULAR SCHEDULE

The employee percentage applies to the employee's salary schedule which is in effect that coaching year. The step at which the percent is determined is by the years of coaching experience he/she has at that sport, at that level. Past years experience applies to all current staff members.

SPORT	ASSOCIATION MEMBER
Varsity Basketball	12 %
Junior Varsity Basketball	8 %
8th Grade Basketball	3.5 %
7th Grade Basketball	3.5 %
High School Track	4 %
Junior High Track	2 %
Golf	3 %
High School Cheerleading	5 %
Junior High Cheerleading	2 %
Soccer	8 %
Cross Country	2 %
GAMES MANAGER	
5th-6th Grade Basketball	\$30
Junior High Basketball	\$40
High School Basketball	\$50
High School Soccer	\$30
ADVISORS	
Senior Class	\$350
Junior Class	\$350
Junior High Advisor	\$150
National Honor Society	\$200
Yearbook	\$350

Current Employee Steps 7/1/06

ANDERSON C	16
ANDERSON L	6
BOUDREAU	15
CARLSON	2
CLELLAND	3
DENKINS	9
LANDIS	15
LAUX	8
LAVALLEE	15
MOODY	24
ROCHEFORT	19
TATROW	8
THILL	21
VANREMORTEL	15

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AGREEMENT BETWEEN THE

BIG BAY DE NOC SCHOOL DISTRICT
BOARD OF EDUCATION

AND

THE BIG BAY DE NOC SCHOOL DISTRICT
SUPPORT PERSONNEL

FOR

2006-2007