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SECTION I BASIC CONTRACTUAL PROVISIONS

Article 1.1 Preamble

This Agreement is entered into, effective July 1, 2005, between the Petoskey Board of Education, the City of Petoskey, Michigan, hereinafter called the "Board," and the Northern Michigan Education Association, MEA/NEA, hereinafter called the "Association" through its local affiliate, the Petoskey Educational Support Personnel Association. 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 the Agreement:

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

Article 1.2 Recognition

- A. The Board hereby recognizes the Association as the sole and exclusive bargaining representative of all regularly employed culinary, secretarial, custodial and maintenance personnel whose work is one and three-fourths (1-3/4) hours per day or more, whether under contract, either verbal, written, or on leave. Such representation shall cover all personnel assigned to newly created positions, within the above classifications, which are not primarily supervisory and administrative. The Board agrees not to negotiate with or recognize any organization other than the Association for the duration of this Agreement.**
- B. All personnel represented by the Association in the above defined bargaining unit shall, unless otherwise indicated, hereinafter be referred to as "Bargaining Unit Members."**
- C. Provisions of this contract shall exclude the Director of Food Services, Supervisor of Building and Grounds, Assistant Supervisor of Building and Grounds, Secretary to the Superintendent, Secretary to the Curriculum Director, Secretary to the Business Manager, Bookkeeper, and Payroll Clerk.**
- D. The term "Board" when used in this Agreement shall refer to the Board of Education**

of the Public Schools of Petoskey and, where appropriate, its executive and administrative employees.

Article 1.3 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. The Association may change its dues structure only once per year and any such change shall be during the first semester of the school year, unless otherwise required by law. This shall not apply to changes in personnel.**
- 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.**
- D. The Association will defend, indemnify and hold the Board, school district, individual Board members and employees harmless against any costs, expenses, claims and damages, including attorney fees, which in any way relate to implementation or compliance with the provisions of this Article.**

Article 1.4 Financial Responsibility

- A. All Bargaining Unit Members, employed by the District, which positions are contained within the Bargaining Unit and/or not excluded from the Bargaining Unit by article 1.2, following thirty (30) days after the effective date of this Agreement or thirty (30) days after the commencement of employment shall have deducted from their pay monthly either:
 - 1. Membership dues of the Association (including NMEA, MEA, and NEA) or**
 - 2. Representation service fees of the Association not to exceed the amount of dues uniformly required of members of the Association.****
- B. Bargaining Unit Members may pay Association dues or the representation service fees**

directly to the Association in lieu of deduction.

- C. The Association shall certify to the Board at the beginning of each school year, the membership of the Association subject to deduction of membership dues and the amount of the monthly Association dues to be deducted. The Board shall provide to the Association a list of Bargaining Unit Members employed or to be employed by the Board, along with the full or part time status of each such employee. The Association shall also certify to the Board as soon as the amount is known, the amount of the monthly representation service fees to be deducted. These amounts so certified and deducted shall be forwarded to the Association pursuant to Article 1.3 A., provided that when a Bargaining Unit Member objects to the proper amount of such deduction, the amount of the deduction contested shall be placed in an escrow account as required by law until a determination of the proper amount of the deduction has been determined in the appropriate Administrative and/or Judicial Forums.**
- D. Each such Bargaining Unit Member and the Association hereby authorize the Board to rely upon and honor certifications of the Association regarding the amounts to be deducted.**
- E. The Association shall be responsible for disbursements of MEA and NEA dues paid to it. The dues will be forwarded by the Association to the treasurers of those organizations.**
- F. The Association shall certify to the Board the name of any such Bargaining Unit Members, who through a change in their employment status, are no longer subject to deductions and shall certify to the Board any new hires who are to be added to the list and the proper amount of such deduction.**
- G. The Association agrees to defend, indemnify and hold harmless the Public Schools of Petoskey, its Board of Education, individual School Board Members, past and present, Administrative employees and Agents against any and all claims, demands, costs, suits, damages, awards, judgements or other forms of liability, including but not limited to back pay damages and all court or administrative costs that may arise out of or by reason of any action taken by the Board or its Agents for the purpose of complying with the terms of this article. It is specifically and expressly agreed that any payment of any demand arising hereunder shall be made directly from the Association to the demanding party and at no time shall the Board be obligated to pay out any monies arising out of any claims or demands that are brought or made due to this article. It is expressly understood that the Association has the right to select counsel, if necessary, for any defense necessary under this article and shall have the sole discretion regarding the settlement of any claims to which the Association may be responsible.**

The Association agrees that it will take no action claiming or supporting the claim that its Agreements in this section pertaining to defense, indemnification and holding

harmless are void or unenforceable. Further, in the event that it is ever determined that the Association Agreement to indemnify and/or hold harmless is void or unenforceable, this shall not affect the Association's duty to defend and assume all costs and expenses regarding said defense.

Article 1.5 Grievance Procedure

- A. A "grievance" is a complaint based on an alleged violation of the express provisions of the Agreement. The term "days" when used herein shall mean "working days" except that during the summer, either "days" or "working days" shall mean week days that the school district's central office is open for business.
- B. In the event that a Bargaining Unit Member believes there is a grievance, he/she shall first discuss the alleged grievance with his/her immediate supervisor, either personally or accompanied by an Association representative. The grievance shall be discussed within ten (10) working days of the date it should have been discovered.
- C. If after the informal discussion with the immediate supervisor, a grievance still exists, the Bargaining Unit Member may invoke the formal grievance procedure. A written copy of the grievance shall be filed with the immediate supervisor within five (5) working days of the aforementioned discussion. If the grievance involves more than one work location, it may be filed with the Superintendent or his/her designee.

Written grievances as required herein shall contain the following:

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

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

- D. Within five (5) working days of receipt of the grievance, the immediate supervisor shall meet with the Association in an effort to resolve the grievance. After consultation with the Association, the immediate supervisor shall indicate in writing the disposition of the grievance within five (5) working days of such meeting and shall furnish a copy thereof to the Association.
- E. If the Association is not satisfied with the disposition of the grievance, or if no

disposition has been made within five (5) working days of such meeting, or ten (10) working days from the date of filing, the Association may submit the grievance to the Superintendent or his/her designee no later than fifteen (15) working days from the date of filing. Within ten (10) working days, the Superintendent or his/her designee shall meet with the Association on the grievance and shall indicate in writing his/her disposition within ten (10) working days of such meeting, and shall furnish a copy thereof to the Association.

- F. If the Association is not satisfied with the disposition of the grievance or if no disposition has been made within ten (10) working days of such meeting, the grievance may be immediately transmitted to the Michigan Employment Relations Commission by either party. If the grievance is not satisfactorily resolved through the mediation process within twenty (20) working days from date of transmittal, either party may proceed to the next step.
- G. If no resolution of the grievance has occurred within ten (10) working days after conclusion of the previous mediation step, the Association may submit the grievance to the Board of Education.

Within ten (10) working days of such transmittal, the Board of Education or its designee shall hold a hearing on the grievance and shall indicate in writing its disposition within ten (10) working days of such hearing and shall furnish a copy thereof to the Association.

- H. 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 above provided, the grievance may be submitted to arbitration before an impartial arbitrator. The Board must be informed of the intent of the Association to submit to arbitration any grievance within ten (10) working days of the disposition of the grievance by the Board. If the parties cannot agree to an arbitrator within five (5) working days from the notification date that arbitration will be pursued, the Association shall file a demand for arbitration with the American Arbitration Association. The arbitrator shall be selected by the American Arbitration Association in accord with its rules, which shall likewise govern the arbitration proceeding. 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.
 - 1. The fees and expenses of the arbitrator and the American Arbitration Association shall be shared equally by the parties.
 - 2. The powers of the arbitrator are subject to the following limitations:
 - a. He/she shall have no power to add to, subtract from or modify any of the terms of this agreement.

- b. He/she shall have no power to establish salary schedules.
- c. He/she shall have no power to change any practices, policies or rules of the Board or substitute his/her judgement for that of this Board as to the reasonableness of any such policy, practice, rule or other action taken by the Board.
- d. He/she shall have no power to decide any questions, which under this agreement are within the responsibility of management to decide. In rendering decisions, an arbitrator shall give due regard to the responsibilities of management and shall so construe the agreement that there shall be no interference with such responsibilities except as they may be specifically limited by this agreement.
- e. He/she shall have no power to interpret State or Federal law.
- f. After a case on which the arbitrator is employed to rule herein has been referred to him/her, it may not be withdrawn except by mutual consent.
- g. More than one grievance may not be considered by the arbitrator at the same time except upon the express written mutual consent and then only if they are of similar nature.

- 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, and prior to its expiration, may be processed through the grievance procedure until resolution.
- K. For the purpose of assisting a Bargaining Unit Member or the Association in the processing of any grievance, the Board shall permit the Bargaining Unit Member and/or Association representative access to files or records of the Board which pertain to the Bargaining Unit Member or which contain information reasonably necessary for the processing of the grievance. Confidential letters of reference secured from sources outside the school system and records, which are not accessible under law, shall be excluded from inspection.
- L. A Bargaining Unit Member who must be involved in the grievance procedure during the workday shall be excused with pay for that purpose.
- M. If a grievance arises from the action of any 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 1.6 Information

- A. The Board agrees to furnish to the Association, in response to written requests, all

public information concerning the financial resources of the Board, including, but not limited to, annual reports and audits, register of personnel, budgetary requirements and allocations, agenda and minutes of all Board meetings, treasurer's reports, census and membership data, names and addresses of all Bargaining Unit Members, wages 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 or its representative will make efforts to discuss with the Association any major revision of policy which will affect Association members.**
- C. Unless required by law, the rights granted herein to the Association shall not be granted or extended to any competing labor organization.**

Article 1.7 Equal Employment Opportunity

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

SECTION II EMPLOYMENT RELATIONSHIPS

Article 2.1 Vacancies, Promotions and Transfers

A. A vacancy shall be defined for purposes of this Agreement as a position previously held and permanently vacated by a Bargaining Unit Member, which the Board decides to fill, or a newly created position within the bargaining unit. Whenever a position previously held by a bargaining unit member is permanently vacated, the Board shall within fourteen (14) calendar days notify the Association of its intent to post, delay posting, or not fill the position. Delays in posting shall be stated for a specific amount of time. No vacancy shall be filled until it has been posted for at least fourteen (14) calendar days. Said posting shall contain the following information.

- 1. Type of work**
- 2. Location of work**
- 3. Starting date**
- 4. Rate of pay per schedule**
- 5. Hours to be worked**
- 6. Classification**
- 7. Qualification**

Interested Bargaining Unit Members shall apply in writing to the Office of Personnel within the aforementioned fourteen-day posting period.

B. Whenever a vacancy occurs, the Personnel Office shall publicize the same by giving written notice of such vacancy through the school news bulletin and shall direct a copy of the posting by mail to the Association President and to each Bargaining Unit Member who is laid off. The Association President and each Bargaining Unit Member who is laid off shall provide the Superintendent's Office with his/her current mailing address, including summer mailing address where applicable. A copy of said posting shall also be directed to any Bargaining Unit Member on extended vacation or extended leave (extended shall be defined as two weeks or more) or who is a ten (10) month employee on summer recess - - provided, such Bargaining Unit Member has within ten (10) days prior to the commencement of or during his/her vacation, leave or summer recess made a written request to the office of the Superintendent of Schools to be provided with such notice and that said request provides the address where such notice is to be directed. Such postings will continue for fourteen (14) calendar days, from the date of mailing, before the vacancy can be filled.

C. Vacancies shall be filled with the most qualified candidate. Where the qualifications of the candidates for vacancies are equal, the candidate with the most seniority in the

classification shall be awarded the position. Should a Bargaining Unit Member from a different classification be a candidate for such a position along with candidates from outside of the bargaining unit, the member shall be given preference over outside applicants if the member's qualifications are equal or superior to those of the outside applicant(s). Further, it is agreed between the parties that the Board has the right to determine who should be employed to fill a particular vacancy; provided, that such determination shall not be in conflict with or violate any of the provisions of this Master Contract.

- D. Within fifteen (15) working days after the vacancy has been filled, each Bargaining Unit Member who was an applicant and the Association President shall be notified in writing of the employer's decision. Within thirty (30) days after the expiration of the posting period, the employer shall, upon request of the Association, notify the Association President of the status of the vacancy.
- E. Any Bargaining Unit Member may request a transfer after the satisfactory completion of the probationary period of forty-five (45) working 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 a change would be in the best interest of the Board and the Bargaining Unit Member.
- F. In the event of promotion or transfer, the Bargaining Unit Member shall be given a 45-work day trial in which to show his/her ability to perform on the new job. The employer shall give the promoted or transferred Bargaining Unit Member reasonable assistance to enable him/her to perform up to the employer's standards on the new job. If the Bargaining Unit Member is unable to demonstrate ability to perform the work required during the trial period or if the affected Bargaining Unit Member desires to return to his/her previous assignment during the trial period, then the Bargaining Unit Member shall be returned to his/her previous assignment.
- G. Nonprobationary Bargaining Unit Members who request transfers shall be given preference to available vacancies as set forth in Article 2.1 C. Requests for transfer shall be made in writing to the Personnel Office.
- H. Bargaining Unit Members who are either transferred or promoted to a different job shall not receive a lower rate of pay as a result of said change in assignment. Also, a Bargaining Unit Member who is promoted shall receive no less than a fifty cent (\$0.50) an hour increase in pay; and further, that after successfully completing one year of service in the new Article position, the Bargaining Unit Member shall be placed on the same step (s)he was on at the time of the promotion, plus the normal increment.
- I. The parties agree that involuntary transfers to nonprobationary Bargaining Unit Members are to be affected only for reasonable and just cause.

- J. Any Bargaining Unit Member who temporarily assumes the duties of another Bargaining Unit Member in a higher group on the wage rate schedule will be paid the regular rate for those duties at the member's own step of the group to which he/she is being transferred, but in no case receive less than a fifty cent (\$0.50) an hour increase. For purpose of the above, such temporary assignments would need to be for at least three (3) hours before any increase in the bargaining unit member's regular wages would be necessary. A Bargaining Unit Member's pay rate shall not be reduced as the result of any temporary change in duties.**

Article 2.2 Association Activities

- A. The Association and its local representatives shall have the right to use school 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 workday nor until 10:00 p.m., subject to Board policy.**
- B. The Association shall be permitted to transact official Association business on school property at all reasonable times, provided that it shall not interfere with, or interrupt, normal operations. Association representatives who are not Bargaining Unit Members shall notify the Administration of their presence when entering school buildings during business hours.**
- 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 school 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 incident to such use.**
- F. If the president of the local affiliate of the Association or his/her designee is given permission or is requested by the Board to participate in conferences or meetings during working hours, he/she shall suffer no loss of pay, and, when possible substitute service shall be provided.**
- G. Association members who work the afternoon shift shall have the right to be excused to attend up to three (3) association meetings per year. Such members shall notify their supervisor(s) of their intent to attend in advance and shall finish their regular shift**

immediately after the meeting. Hours missed to attend association meeting shall be made up without pay at the conclusion of the regular shift. Make up hours shall not result in overtime compensation.

Article 2.3 Bargaining Unit Member Protection

- A. No secretarial or culinary employee shall be left alone in the building after 10:00 p.m.**
- B. Bargaining Unit Members shall not be required to work under unsafe or hazardous conditions or to perform tasks, which endanger their health, safety, or well-being.**
- C. The employer shall support and assist Bargaining Unit Members with respect to the maintenance of control and discipline of students in the Bargaining Unit Member's assigned work area. The employer or its designated representative shall take reasonable steps to correct the situation when a Bargaining Unit Member requests assistance with students who are disruptive or who repeatedly violate rules and regulations. Bargaining Unit Members may use such force with a student as is permitted under the Corporal Punishment Act then in effect.**
- D. If any Bargaining Unit Member is assaulted while on duty, it shall be promptly reported to his/her immediate supervisor. If the supervisor is not available, the central administration office shall be called. The Board will render all reasonable non-economic assistance to the Bargaining Unit Member in connection with the handling of the incident by law enforcement and judicial authorities. At the request of the Bargaining Unit Member, the Administration shall authorize the school attorney to conduct an initial consultation with the member at no cost to the Bargaining Unit Member.**
- E. If a complaint or charge is made by any person or group of persons against a Bargaining Unit Member, said Bargaining Unit Member shall be given full information with respect to any investigation conducted by the Board, once said investigation is completed.**
- F. Bargaining Unit Members shall not be held responsible for the administration or supervision of the building.**

Article 2.4 Bargaining Unit Member Improvement

- A. The parties support the principle of continuing education for Bargaining Unit Members and participation by Association members in their professional organizations.**
- B. The Superintendent or designee shall meet with the Association representative(s) prior to October 1 to identify conferences/ training sessions that will benefit the Petoskey School System and Bargaining Unit Members. For conferences/training sessions that are approved in advance, the expenses shall be paid in accordance with the Board's travel policy.**
- C. Any bargaining unit member requested or required to become "certified" to perform his/her assignment, shall have his/her appropriate costs, including mileage, meals and fees reimbursed by the Board upon presentation of receipts that such costs have been incurred. Further, such bargaining unit members shall be granted paid release time to take such tests upon request.**

Article 2.5 Seniority

- A. Seniority shall be defined as the length of service within the District as a regularly employed member of the Bargaining Unit. Accumulation of seniority shall begin from the Bargaining Unit Member's first working day. A paid holiday shall be counted as the first working day in applicable situations. In the event that more than one individual Bargaining Unit Member has the same starting date of work, position on the seniority list shall be determined by drawing lots.**
- B. Probationary Bargaining Unit Members shall have no seniority until the completion of the probationary period at which time their seniority shall revert to their first day of work.**
- C. All employees shall hold dual seniority dates. The first shall reflect his/her most recent date of hire by the District. The second shall reflect his/her most recent date of District employment in one of its classifications. For purposes of this Agreement, all Bargaining Unit Members shall be placed in one of the following classifications based on their current assignments:**
 - 1. Custodial**
 - 2. Clerical**
 - 3. Culinary**
 - 4. Maintenance**

- D. The employer shall prepare, maintain and post the seniority list. The initial seniority list shall be prepared and posted conspicuously in all buildings of the District within thirty (30) work days after the effective date of this Agreement with revisions and updates prepared and posted semiannually thereafter. A copy of the seniority list and subsequent revisions shall be furnished to the Petoskey Educational Support Personnel Association. If no changes are reported in writing to the personnel office by the Association within twenty (20) days of receipt of such list, the list shall be considered correct and acceptable to all Bargaining Unit Members.**
- E. A Bargaining Unit Member shall lose his/her seniority rights if he/she retires, resigns, or is discharged for just cause.**

Article 2.6 Staff Reduction

- A. When a reduction in the working force is necessary, Bargaining Unit Members shall be laid off in accordance with their seniority in that classification; that is, the employee with the least seniority in that classification shall be laid off first. In the selection of employees for layoff, the School District shall retain those Bargaining Unit Members with the greatest classification seniority provided they are properly qualified and physically able to perform the available work.**
- B. Whenever a Bargaining Unit Member is to be laid off, the School District shall notify the Bargaining Unit Member and the local Association President at least fifteen (15) working days in advance of such layoff, except in emergencies.**
- C. Laid off Bargaining Unit Members shall be recalled in accordance with classification seniority; that is, the Bargaining Unit Member with the greatest seniority in that classification shall be rehired first; provided he/she is qualified and is physically able to perform the duties of the job that is open. When rehiring laid off Bargaining Unit Members, the School District will notify them by certified mail at the last known address. If such Bargaining Unit Member does not notify the School District within ten (10) days from the mailing date of such notice that he/she will report for work on the date specified, or give justifiable reason(s) 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 or a substitute for the approved delay.**
- D. The Board of Education reserves the right to establish and, after consultation with Association, to revise specific job qualifications for each position within the Bargaining Unit. Such ability shall not be interpreted as a waiver of the right of the Association to bargain over changes in job descriptions. The Board shall furnish to any member of the Bargaining Unit, upon request, a copy of the qualifications, or revised qualifications for any position within the Bargaining Unit.**

Article 2.7 Bargaining Unit Member Evaluation

Evaluation is an on-going process of the assessment of the performance of a Bargaining Unit Member as conducted by on-the-job observation and shall be in writing and followed by an evaluation conference.

- A. All formal monitoring or observation of the work of each Bargaining Unit Member shall be conducted in person and with the full knowledge of the Bargaining Unit Member.**
- B. Bargaining Unit Member evaluation shall be by personal observation or personal knowledge of Bargaining Unit Member's work. Normal observations shall be for periods of time that accurately sample the Bargaining Unit Member's work. Each Bargaining Unit Member, upon his/her employment or at the beginning of the school year, whichever is later, shall be apprised of the criteria upon which he/she will be evaluated. The criteria shall be limited to the actual performance of the job duties and/or responsibilities. Work outside the Bargaining Unit Member's school-assigned duties shall not be evaluated. Evaluations shall be by personal observation conducted by the Bargaining Unit Member's immediate supervisor.**
- C. The form to be used for evaluations shall be jointly developed by the Board or its designee and the Association and shall be attached to this Agreement.**
- D. All evaluations shall be reduced to writing and a copy given to the Bargaining Unit Member within ten (10) workdays of the evaluation. If the Bargaining Unit Member disagrees with the evaluation, he/she may submit a written response, which shall be attached to the file copy of the evaluation in question. If a supervisor believes a Bargaining Unit Member is doing unacceptable work, the reasons therefore shall be set forth in specific terms, as shall an identification of the specific ways in which the Bargaining Unit Member is to improve, and of the assistance to be given by the employer towards that improvement. In subsequent observation reports, failure to again note a specific deficiency shall be interpreted to mean that adequate improvement has taken place.**
- E. Following each formal evaluation, which shall include a conference with the evaluator, the Bargaining Unit Member shall sign and be given a copy of the evaluation report prepared by the evaluator. In no case shall the Bargaining Unit Member's signature be construed to mean that he/she necessarily agrees with the contents of the evaluation. A Bargaining Unit Member may submit additional comments to the written evaluation if he/she so desires. All written evaluations are to be placed in the Bargaining Unit Member's personnel file.**

- F. Each new employee hired by the Petoskey School District is subject to a 45 workday probationary period before determination is made to employ said person as a regular staff member. During the 45 workday probationary period, the probationary employee shall be evaluated at least two times. All other members of the bargaining unit shall be evaluated at least once each year.**

- G. A nonprobationary Bargaining Unit Member who is given an overall unsatisfactory rating shall be given one thirty (30) day period during said employee's work season to bring his/her work up to a satisfactory level. A new evaluation shall be issued at this time to determine improvement. If the new evaluation or subsequent evaluations contain an overall unsatisfactory rating, the requirement that the Bargaining Unit Member be given a thirty (30) day period to bring his/her work up to a satisfactory level shall not apply.**

- H. No nonprobationary Bargaining Unit Members shall be dismissed, disciplined or deprived of any contractual advantage without just cause. A Bargaining Unit Member shall be notified in advance in writing of the purpose of the meeting where disciplinary action is contemplated and shall be entitled to have an Association representative present upon request.**

- I. In the event a Bargaining Unit Member is not continued in employment, the employer will advise the Bargaining Unit Member of the specific reasons therefore in writing with a copy to the union.**

SECTION III WORKING CONDITIONS

Article 3.1 Hours of Work

- A. The normal workweek shall be from 12:01 a.m. Monday until 12:01 a.m. the following Monday.**
- B. Bargaining Unit Members shall work their assigned hours as established by their immediate supervisors. The basic work schedule shall be posted the first of each month and may be revised if school is not in session due to circumstances beyond normal control but not to avoid overtime covered by the schedule.**
- C. Overtime, at the rate of time and one-half (1-1/2), shall be paid:**
 - 1. For hours worked over eight (8) hours in one day and/or over forty (40) hours in one week, exclusive of call-back overtime. It is understood that the time and one-half (1-1/2) shall not be paid more than one time for overtime in either instance in any one week. It is further understood that if a mutual agreement is reached to compress a forty (40) hour schedule into less than five (5) days, that the basis for overtime shall be for the excess over forty (40) hours or the excess over the agreed upon number of daily hours.**
 - 2. Call-back - In instances where an employee is required to return to work after completing his or her normal shift and there is at least one and one-half (1-1/2) hours between the end of the employee's normal shift and the start of the additional duties, said employee shall be paid at time and one-half for two (2) hours or time actually worked, whichever is greater. Any other instances where an employee is required to work beyond expiration of his or her normal shift shall not be considered a call-back.**
 - 3. For the purposes of computing overtime, paid leave shall count as hours worked.**
- D. Time worked on those holidays identified in Article 4.3 shall be paid at two times the Bargaining Unit Member's rate of pay for all hours worked. The Bargaining Unit Member shall only receive the holiday pay benefit provided the employee works his or her regularly scheduled shift both prior to and following the holiday; however, the Bargaining Unit Member will be exempt from this condition if his/her absence is:**
 - 1. Due to an illness and he/she brings in a written excuse from a physician when so requested by his/her supervisor; such a written excuse will not be required unless the Bargaining Unit Member has had a prior situation during the**

previous four (4) years of employment where he/she was absent from work the day before or after a holiday, but worked the holiday and was paid double time.

2. A death in the immediate family as defined in Article 4.1 D; or,
 3. An occurrence, which is approved as an emergency by his/her supervisor.
- E. Overtime by classification shall be divided among Bargaining Unit Members within each school building in rotation as follows:
1. Overtime will be covered by the use of an "Overtime Chart" and will be offered to each Bargaining Unit Member qualified to do work in rotation based on seniority. Overtime that is refused by a Bargaining Unit Member will be charged on the Overtime Chart for the purpose of balancing the overtime. Overtime that is not accepted by a Bargaining Unit Member because he/she was unavailable for the work because of illness or approved leave shall not be considered to have been refused under this provision. In such situations the member shall maintain his/her position on the overtime chart until the first opportunity for overtime occurs upon his/her return to work.
 2. A Bargaining Unit Member who has suffered injury on the job, upon returning to work, shall be given the first opportunity for an overtime assignment. However, overtime that is refused by such a Bargaining Unit Member, who has suffered injury on the job and has a written statement from a physician which prohibits or excuses him/her from such work, will not have such refusal charged against him/her on the overtime chart.
- F. Bargaining Unit Members who work beyond their regularly scheduled time shall not be compelled to take time off to avoid the payment of overtime. If it becomes necessary for a Bargaining Unit Member to work in addition to his/her time schedule, he/she shall also be permitted to work the balance of his/her week as scheduled.
- G. Each Bargaining Unit Member has the responsibility to turn in time cards to the office before leaving work on the last day of his/her workweek. Payday will be every other Friday with one (1) week's pay held in reserve.
- H. All full-time Bargaining Unit Members shall be entitled to two (2) fifteen (15) minute relief periods. Those Bargaining Unit Members working less than five (5) hours shall be entitled to one (1) fifteen minute relief period.
- I. All full-time culinary members shall have a paid lunch period of at least thirty (30) minutes duration. A full-time Bargaining Unit Member is one who regularly works at least twenty-five (25) hours per week.
- J. All other Bargaining Unit Members shall be guaranteed thirty (30) minutes to one (1)

hour for lunch without pay. The time for lunch must be mutually agreed upon between the employer and the Bargaining Unit Member.

- K.** The employer shall provide qualified substitutes if available, if required by the absence of a regular Bargaining Unit Member; however, substitutes shall not be placed to perform the work of an absent regular Bargaining Unit Member until other Bargaining Unit Members regularly assigned to the building in that classification have been offered the work. A substitute shall only perform the work in a position that remains after regular Bargaining Unit Members have been shifted or have been offered the opportunity to shift to perform the work of an absent Bargaining Unit Member. A regular Bargaining Unit Member assigned to perform the work of an absent Bargaining Unit Member will be paid his/her regular rate for performing those duties unless he/she is substituting for another Bargaining Unit Member in a higher group on the wage rate schedule, then he or she will be paid as set forth in Article 2.1 J. Substitutes shall be used to perform Bargaining Unit work only during instances of absence by regular Bargaining Unit Members or when an unfilled temporary vacancy exists.

Article 3.2 Personnel Files

- A.** A Bargaining Unit Member shall have the right to review the contents of his/her personnel file and other formal records which pertain to him/her, excluding initial references and supervisor notes prior to the completion of an administrative investigation as covered under Article 2.3 E. 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 personnel record unless he/she has had an opportunity to review said material. The Bargaining Unit Member may submit a written notation regarding any material and the same shall be attached to the material in question. If a Bargaining Unit Member is requested to sign material to be placed in his/her file, such signature thereon shall be understood to indicate his/her awareness of the material but, in no instance, shall said signature be interpreted to mean agreement with the material's content.
- C.** Any formal complaint of a serious nature against a Bargaining Unit Member by a parent, student or other person will be called to the attention of the employee consistent with Article 2.3 E. No such complaint will be included in the employee's personnel file or used in any disciplinary action unless and until the employee has been informed of the complaint and the identity of the complainant is made known to the employee. It is understood that such information shall be provided for the express purpose of enabling the employee to investigate, answer or defend such charges. Complaints shall not be incorporated into the member's evaluation unless the member has been informed of the complaint. If the material to be placed in the file is illegal or in error, the material will

be corrected or expunged from the file, whichever is appropriate. When a Bargaining Unit Member is requested to sign material placed in the file, such signature shall be understood to indicate his/her awareness of the material but shall not be interpreted to mean agreement with the content of the material. For purposes of this section "Complainant" shall be defined as a person who will be regarded by the Board as the primary source for the allegation(s) against the Bargaining Unit Member.

- D. In the event that a Freedom of Information Act (FOIA) request for information contained in a Bargaining Unit Member's personnel file is received, the Administration shall promptly inform the member of the request and shall take the maximum time allowed by law to respond to the request. The intent of this provision is to allow the member sufficient time as allowed by law to protect his/her interests and privacy through legal action of his/her initiation.

Article 3.3 Workload and Assignment

- 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 new positions within the recognition clause of Article 1.2, and will, if deemed necessary, ask for a meeting with the representative of the Board to discuss the conditions, hours and wages for such a new position.
- C. In those cases where a Bargaining Unit Member 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 above for the new position.
- D. The parties recognize that support staff can make significant contribution to the improvement of the educational program of the district through participation in the process of school improvement. The parties hereby express their mutual desire to encourage such participation as follows:
 - 1. Committee participation by the employee is voluntary.
 - 2. Non-participation shall not be used as a criterion for evaluation or discharge or discipline.

Article 3.4 Joint Administrative and Association Meetings

- A. Both parties recognize the value of sharing, discussing and providing opportunities for resolving problems. Therefore, the administrative representative(s) of the Board and

the representative(s) of the Association shall meet on a monthly basis unless both parties agree that a meeting is not necessary. The purpose of said meetings will be to discuss grievances, board policies and practices, and any problems in regard to this Agreement. Meetings during the months of June, July, and August shall be scheduled if necessary.

- B. The Association shall be represented by a member of each subdivision within the union. Subdivisions shall be culinary, secretarial and custodial/maintenance.**

Article 3.5 Inclement Conditions

If schools are closed on a normally scheduled workday, due to inclement weather or other Act of God, employees shall be allowed to work their normally scheduled hours upon arrival at school. Pay will be for hours actually worked. Any employee who cannot report for work on such a day may, at his or her election, receive pay for such day, to be charged against his or her accumulated sick leave.

Article 3.6 Externally Funded Programs

The parties further agree that it is not their intent to replace or displace through the use of special funds provided through other State or Federal programs, either in whole or in part, in any way, currently employed Bargaining Unit Members employed on the effective date of this Agreement, or cause the loss of work or wages or employment benefits of the same.

This article shall not be construed as limiting in any way the Board's right to subcontract work in accordance with the Public Employment Relations Act.

SECTION IV LEAVES OF ABSENCE

Article 4.1 Paid Leaves

- A. Sick days for all Bargaining Unit Members shall accumulate at one day earned per month at the rate of ten (10) days per year for school-year employees and at the rate of twelve (12) days per year for full-year employees to a maximum accumulation of one hundred fifteen (115) days in 2003-04 and 120 days in 2004-05 and thereafter. The Bargaining Unit Member may use all or any portion of his/her accumulated sick leave days to recover from the employee's own illness or disability, which shall include, in part, all disabilities caused by pregnancy, miscarriage, abortion, childbirth and recovery therefrom. On retirement or resignation (but excluding layoff or termination for cause), an employee shall be paid for accumulated and unused sick days at fifty (50%) percent of such employee's pay rate for his or her normally scheduled work day in effect as of the date of such retirement or resignation. If death occurs while a member is employed by Petoskey Public Schools, the member's beneficiary would receive the pay for the accumulated unused sick days.**
- B. In the event a Bargaining Unit Member is absent and drawing compensation under the Worker's Compensation Laws of the State of Michigan, accumulated sick leave may be utilized at the option of the Bargaining Unit Member to the extent necessary to supplement Worker's Compensation benefits so that they equate to the Bargaining Units Member's regular bi-weekly net earnings.**
- C. At the beginning of each work year, each Bargaining Unit Member shall be credited with two (2) personal business days per year accumulative to three (3) days. An explanation for the use of these days shall not be required, but will be subject to the following conditions:**
- 1. Bargaining Unit Members requesting such leave must notify the business office twenty-four (24) hours prior to the start of the workday.**
 - 2. Personal leave day(s) will not be granted on the day before or after a school holiday, or on the day before or after a school vacation period or a personal vacation period.**
- D. Three (3) days per death may be used for death in the immediate family. Members of the immediate family shall be defined as spouse, child/children, father, mother, grandparents, grandchild, brothers, sisters, as well as the same members of the spouse's family, and other relative/non-relative living and making his/her home in the Bargaining Unit Member's household. Any request for absence beyond three (3) days due to death in the immediate family must be submitted to the Superintendent of**

Schools and, if granted, would be chargeable against the Bargaining Unit Member's accumulated sick days.

Additionally, each bargaining unit member may use one paid day per year to attend the funeral of any person of importance to the member, but not a member of the immediate family as described above. Such day shall be allocated in accordance with this section.

If a Bargaining Unit Member does not have a sufficient number of accumulated sick days, he/she may use sick days, which have not yet been earned. However, he/she may not use more sick days than he/she would be able to earn during that school year (i.e. July-June). Further, Bargaining Unit Members who do not work to the end of the contract year, and who have used sick days in excess of the number of days which they have earned, shall have such days charged against their final check(s).

- E. Bargaining Unit Members shall be allowed to use eight (8) days per illness of his/her sick leave per year in the event it is necessary for the Bargaining Unit Member to be present with a member of the immediate family due to emergency family illness. Said sick days are to be deducted from the Bargaining Unit Member's sick leave accumulation. These days are non-accumulative.
- F. After five (5) workdays of absence due to illness, a Bargaining Unit Member may be required to furnish a statement from his/her personal physician. Additionally, if a bargaining unit member is chronically absent, defined as using more than twelve (12) sick days in a given contract year, that member may be requested to furnish a statement from his/her personal physician.
- G. At the beginning of every school year, the Association shall be credited with seven (7) working days to be used by officers or agents of the Association at the discretion of the Association. The Association must notify the business office at least twenty-four (24) hours in advance of taking such leave. The Association will reimburse the Board for the cost of substitutes.
- H. Paid leaves will be for the same hours per day as the regularly scheduled work hours.
- I. Bargaining Unit Members who use few sick days will receive the following incentive:

0 days per year	\$150.00
1 day per year	\$100.00
2 days per year	\$ 50.00
3 days per year	\$ 0.00

This incentive will be paid in a lump sum on the second pay period in September of the following year.

Article 4.2 Unpaid Leaves

- A. Upon written request from a Bargaining Unit Member, the Board may grant an unpaid leave of absence up to one (1) year for study, government and/or professional service, and/or other reasons as may be granted by the Board. Said leave may be extended on a year-to-year basis at the discretion of the Board.
- B. The leaves of absence outlined in paragraph A. above shall not be granted during the first year of employment.
- C. Bargaining Unit Members returning from said leaves described in paragraph A., shall be expected to remain in the Board's employment for at least one (1) year.
- D. Upon written application, a Bargaining Unit Member shall be granted an unpaid leave of absence for up to one (1) year for the purpose of childcare or childbirth. Said leave shall be extended only at the Board's discretion. If applicable, the Board may require the Bargaining Unit Member to submit a physician's statement indicating whether or not the Bargaining Unit Member is capable to resume the job responsibilities.
- E. A military leave of absence shall be granted to any Bargaining Unit Member who shall be inducted or enlist for military duty in any branch of the armed forces of the United States.
- F. A Bargaining Unit Member who is unable to perform his/her regular duties because of personal illness or disability and who has exhausted all sick leave available shall be granted a leave of absence without pay for up to one (1) year. The leave may be renewed each year at the discretion of the Board. The Board may require the Bargaining Unit Member to submit a physician's statement indicating he/she is capable to resume work responsibilities.
- G. A Bargaining Unit Member who is elected or appointed to an office of the Association, shall upon written request, be granted an unpaid leave of absence for a period of one (1) year. The leave may be extended up to one (1) year at the discretion of the Board.
- H. Requests for extension must be submitted in writing thirty (30) days prior to the expiration of the leave.
- I. Upon return from leave, the Bargaining Unit Member shall be returned to the position he/she held at the time the leave of absence was granted, or to a similar position in the same classification held at the commencement of the leave, to which his/her seniority and qualifications entitle him/her.

- J. A Bargaining Unit Member who has an emergency illness in his/her immediate family as defined in Article 4.1 D. above, shall be granted use of unpaid leave upon application for such leave. The Bargaining Unit Member shall apprise the Administration of the anticipated length of such leave and shall notify the Administration twenty-four (24) hours in advance of his/her intention to extend such leave except in such situations as would make such notification impossible.
- K. Family and medical leave in accordance with the Family and Medical Leave Act of 1993. This section shall not be construed as limiting the right of a Bargaining Unit Member to elect to substitute paid leave for unpaid leave in accordance with section 102 (d) (2) of the aforementioned legislation.

Article 4.3 Holidays

- A. All Bargaining Unit Members shall receive the following paid holidays:

<u>School Year Bargaining Unit Member</u>	<u>Full Year Bargaining Unit Member</u>
Labor Day	Labor Day
Thanksgiving Day	Thanksgiving Day
Day after Thanksgiving	Day after Thanksgiving
Christmas Eve	Christmas Eve
Christmas	Christmas
New Years Eve Day	New Years Eve Day
New Years Day	New Years Day
President's Day (if no school)	President's Day (if no school)
Good Friday (as needed)	Good Friday (as needed)
Memorial Day	Memorial Day
	Independence Day

- B. Whenever a holiday falls on a Saturday, the preceding Friday shall be observed as the holiday. Whenever a holiday falls on a Sunday, the succeeding Monday shall be observed as the holiday, provided school is not in session. When school is in session, the preceding Friday is the holiday.
- C. Holiday pay will be for the same hours per day as the regularly scheduled work hours.

Article 4.4 Vacation Days

- A. All Bargaining Unit Members shall receive paid vacation as follows:
 - 1. School Year Employees:

Less than ten (10) years of service - ten (10) days.
Ten (10) years of service – twelve and ½ (12.5) days.
Fifteen (15) or more years of service – fifteen (15) days.

2. Full Year Employees:

Less than ten (10) years of service - twelve (12) days.
Ten (10) years of service – fifteen (15) days.
Fifteen (15) or more years of service – seventeen (17) days.
Tim Schmit shall receive a four (4) week paid vacation.

- B. All Bargaining Unit Members shall earn vacation days at the rate of one (1) day per month, except those with ten (10) years or more service shall earn at the rate of one and one-quarter (1-1/4) days per month. However, Tim Schmit shall earn vacation days at the rate of one and two-thirds (1-2/3) days per month.**
- C. No Bargaining Unit Member shall be allowed to accumulate vacation days to be carried over from one year to another year, except Bargaining Unit Members who are full year employees shall be allowed to accumulate one year of vacation time. The vacation days that the Bargaining Unit Members who are full year employees accumulate during the year must be used by June 30, of the following year (Example - Vacation days earned by full year Bargaining Unit Members during the school year 2003-04 must be used by June 30, 2005).**
- D. School Year Bargaining Unit Members shall take paid vacation days during the Christmas, Mid-Winter, or Spring Break. If the above breaks do not contain sufficient days to use up vacation days as provided above, the Bargaining Unit Member(s) may schedule such day(s) to be used with their supervisor's approval.**
- E. Vacation for the Full Year Bargaining Unit Members may be split into weekly units by mutual agreement between the Board and the Bargaining Unit Member.**
- F. Vacation pay will be for the same hours per day as the regularly scheduled work hours.**
- G. All time lost, except for unpaid leaves, shall count in the computation of the hours for vacation pay.**
- H. Vacation days that are not used as set forth in Section 4.4 C. and 4.4 D. shall be lost.**
- I. A Bargaining Unit Member may use vacation days, which have not yet been earned. However, he/she may not use more vacation days than he/she would be able to earn during that school year (i.e. July-June). Further, Bargaining Unit Members who do not work to the end of the contract year and who have used vacation days in excess of the number of days which they have earned shall have such days charged against their final check(s). This may be waived for good cause at the employer's discretion.**

Article 4.5 Jury Duty

A Bargaining Unit Member who serves on jury duty shall be reimbursed on a bi-weekly basis, for the difference between the jury day stipend and his/her regular Board wages for the days served. Bargaining Unit Members, when summoned to jury duty, should respond to such a summons and shall not be charged for the days served.

SECTION V COMPENSATION AND BENEFITS

Article 5.1 Insurance Protection

A. Each Bargaining Unit Member shall apply for MESSA PAK insurance plan A or plan B as set forth below. The Board shall provide for each member, one hundred percent of the annual cost thereof as billed to the Board except as otherwise provided.

1. MESSA PAK - Plan A

- A. Delta Dental (Plan C - 60/60, including internal and external COB, \$1,000 max class I & II benefits, plan year)
- B. Negotiated Term Life (\$20,000 with AD & D)
- C. Vision (VSP-2)
- D. Major Medical Choices II.

Members shall be reimbursed for prescription co-pays at a stop-loss of twenty-five prescriptions in any given contract year starting at the twenty-sixth prescription co-pay. Members must present proof of such co-pay levels through MESSA work-sheets or pharmacy receipts to the business office with personal information (diagnosis/RX/Dr., etc.) redacted, but must clearly be able to show that the appropriate number of co-pays for stop-loss coverage have indeed been incurred during the contract year. Reimbursement shall be in the form of one check at the conclusion of the contract year for the co-pays above twenty-five for that year. Reimbursement shall be made by the first payday in September for the previous year. Stop-loss reimbursement not presented by September 1 for a previous year shall not be accepted for reimbursement absent special circumstances.

- E. Long Term Disability (LTD) (60%, \$2,500 maximum monthly income benefit, \$4,167 maximum monthly eligible salary, 90 calendar day modified fill, maternity coverage-yes, pre-existing condition waiver-yes, freeze on offsets-yes, alcoholism/drug waiver-two year limitation, mental/nervous waiver-two year limitation)

2. MESSA PAK - Plan B (for those employees not electing health coverage).

- A. Delta Dental (Plan C - 60/60 same as above)**
 - B. Negotiated Term Life (\$20,000 with AD & D)**
 - C. Vision (VSP-2)**
 - D. Long Term Disability (LTD) (60%, \$2,500 maximum monthly income benefit, \$4,167 maximum monthly eligible salary, 90 calendar day modified fill, maternity coverage-yes, pre-existing condition waiver-yes, freeze on offsets-yes, alcoholism/drug waiver-two year limitation, mental/nervous waiver-two year limitation)**
- B. If both husband and wife are Bargaining Unit Members, only one shall apply for coverage under A-1 above.**
- C. If both husband and wife are Bargaining Unit Members, the member not applying for coverage under A-1 above, and any other member not applying for coverage under A-1 above, shall receive from the employer a cash payment equal to the Super Care I single subscriber premium. The cash payment received may be applied as follows:**
 - 1. Cash added to Annual Salary**
 - 2. Applied to the district flexible benefits plan (cafeteria) subject to the terms of the plan**
 - 3. Purchase of MEA's Fixed Option programs as determined by the Association (executed pursuant to a salary reduction agreement)**
 - 4. Purchase of any of MESSA variable options (executed pursuant to a salary reduction agreement).**
- D. The employer has adopted a flexible benefits plan, which complies with Section 125 of the internal revenue code.**
 - 1. The plan shall not be modified without the final approval by both parties to this master agreement.**
 - 2. All cost relating to the implementation and administration of benefits under this shall be borne by the employer.**
 - 3. Any amounts exceeding the employer subsidy share may be payroll deducted.**
- E. Payroll deductions shall be made available for all insurance programs available.**
- F. The above monthly premiums shall be prorated for employees working less than five (5) hours per day.**

Article 5.2 Miscellaneous Benefits

- A. All new culinary Bargaining Unit Members hired after September 1, 1979, shall be compensated according to where the majority of their daily routine takes place. Regardless of the group placement of the culinary Bargaining Unit Member, he/she may be expected to do some duties in another culinary group as part of his/her daily routine, in order to complete the daily routine.**

- B. Custodians and culinary employees shall be provided with three (3) sets of uniforms each year and agree that members will wear said uniforms while on duty. Additionally, culinary employees shall be reimbursed up to thirty-five dollars per year for one (1) pair of work shoes. The color and style of such uniforms will be jointly determined by the Administration and the Association.**

- C. Employees who have been employed by the Board for twelve (12) or more years shall receive an annual payment according to the following schedule:**

After completion of 12 years	\$300.00
After completion of 15 years	\$600.00
After completion of 20 years	\$900.00

These payments shall be paid in one lump sum in the first pay period in December during the year indicated.

- D. Employees using their personal automobile for authorized school district business shall be reimbursed at the then-current school district rate for mileage.**

SECTION VI OTHER

Article 6.1 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 under laws of Michigan, or the Constitutions of Michigan and the United States of America; that it will not discriminate against any Bargaining Unit Member with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership in the Association, his/her participation in any activities of the Association or collective negotiations with the Board; or his/her institution of any grievance, complaint, 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 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 an authority to manage and direct, in behalf of the public, all the operations and activities of the school district to the full extent authorized by the laws and 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 be held to be contrary to law by an agency or court of competent jurisdiction, such provision shall be void and inoperative; however, all other provisions of this Agreement shall continue in effect.**

Article 6.2 Entire Agreement

During the term of the contract (Article 6.5 A.), the wages, hours, terms and conditions of employment provided in this Agreement shall remain in effect until changed by written mutual consent. The parties agree that their undertakings in this Agreement are mutual. Any previously established practice, policy, rule or regulation which is in conflict with a provision of this Agreement shall be superseded and replaced by this Agreement, which shall constitute the entire understanding and agreement of the parties hereto and is intended to govern all matters relating to wages, compensation and working conditions.

Article 6.3 Board Rights and Responsibilities

- A. The Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States, including, but without limiting the generality of the foregoing, but not in conflict with the conditions of this Agreement, the right to:**
- 1. Manage and control the school's business, the equipment, the operations and to direct the working forces and affairs of the employer.**
 - 2. Continue its rights and past practice of assignment and direction of work of all of its personnel, determine the number of shifts and hours of work and starting times and scheduling of all the foregoing.**
 - 3. Direct the working forces, including the right to hire, promote, suspend and discharge employees for just cause, transfer employees, assign work or extra duties to employees, determine the size of the work force and to lay off and recall employees.**
 - 4. Determine the services, supplies and equipment necessary to continue its operations and to determine the methods, schedules and standards of operation, the means, methods, and processes of carrying on the work including automation thereof or changes therein, the institution of new and/or improved methods or changes therein.**
 - 5. Adopt reasonable rules and regulations.**
 - 6. Determine their qualifications and the conditions of continued employment.**
 - 7. Determine the location or relocation of its facilities, including the establishment or relocations of new schools, buildings, departments, divisions or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings, or other facilities.**
 - 8. Determine the placement of operations, production, services, maintenance or distribution of work, and the source of materials and supplies.**
 - 9. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.**
 - 10. Determine the size of the management organization, its functions, authority, amount of supervision.**
- B. Limits on Board Rights: The exercise of the foregoing powers, rights, authorities, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the terms of this Agreement.**

- C. Notwithstanding anything contained in this Agreement, it is understood and agreed that the Board shall have the right to take whatever steps may be required by law in order to comply with the American Disabilities Act or similar state or federal legislation. In the event any provision of this Agreement conflicts with such legislation or inhibits the Board's ability to comply with such legislation, it is understood and agreed that such legislation shall prevail.**

Article 6.4 Printing of Agreement

Copies of this Agreement shall be printed at the expense of the Board within approximately thirty (30) days after it is signed; and shall be presented to all Bargaining Unit Members now employed, or hereafter employed by the Board. The Association shall be provided with ten (10) copies.

Article 6.5 Duration of Agreement

- A. This Agreement shall be effective as of September 1, 2005, and shall continue in effect through the last day of August, 2007. Annual pay increases shall become effective on the second pay period in September.**
- B. Negotiations between the parties shall begin sixty (60) days prior to the Contract expiration date. If, pursuant to such negotiations, an Agreement on the renewal or modification is not reached prior to the expiration date, this Agreement shall expire at such expiration date until it is extended by mutual agreement of the parties.**

C. **IN WITNESS WHEREOF** the parties hereto have caused this Agreement to be signed by their representatives on this _____ day of _____, 2005.

UNION

EMPLOYER

BY _____
President

BY _____
President

BY _____
Secretary

BY _____
Secretary

BY _____
Spokesperson

BY _____
Negotiator

BY _____
Negotiator

BY _____
Negotiator

Date: _____

APPENDIX A

Wage Rate Schedule 2005-2006

SECRETARIES	
Step	Wage
1	10.74
2	11.13
3	11.52
4	11.89
5	12.27
6	12.81
7	13.33
8	13.86

FOOD SERVICE			
Group I Helpers		Group II Cooks/Bakers	
Step	Wage	Step	Wage
1	9.80	1	10.91
2	10.11	2	11.24
3	10.44	3	11.58
4	10.74	4	11.90
5	11.05	5	12.25
6	11.57	6	12.76
7	12.03	7	13.27
8	12.51	8	13.80

CUSTODIANS					
Group I		Group II Lead Middle School		Group III Lead High School/Maintenance	
Step	Wage	Step	Wage	Step	Wage
1	10.13	1	12.15	1	13.99
2	10.60	2	12.53	2	14.41
3	11.08	3	12.96	3	14.90
4	11.56	4	13.40	4	15.36
5	12.17	5	13.80	5	15.82
6	12.67	6	14.35	6	16.47
7	13.18	7	14.93	7	17.13
8	13.71	8	15.52	8	17.82

APPENDIX A

Wage Rate Schedule 2006-2007

SECRETARIES	
Step	Wage
1	10.95
2	11.35
3	11.75
4	12.13
5	12.52
6	13.07
7	13.60
8	14.14

FOOD SERVICE			
Group I Helpers		Group II Cooks/Bakers	
Step	Wage	Step	Wage
1	10.00	1	11.13
2	10.31	2	11.46
3	10.65	3	11.81
4	10.95	4	12.14
5	11.27	5	12.50
6	11.80	6	13.02
7	12.27	7	13.54
8	12.76	8	14.08

CUSTODIANS					
Group I		Group II Lead Middle School		Group III Lead High School/Maintenance	
Step	Wage	Step	Wage	Step	Wage
1	10.33	1	12.39	1	14.27
2	10.81	2	12.78	2	14.70
3	11.30	3	13.22	3	15.20
4	11.79	4	13.67	4	15.67
5	12.41	5	14.08	5	16.14
6	12.92	6	14.64	6	16.80
7	13.44	7	15.23	7	17.47
8	13.98	8	15.83	8	18.18

APPENDIX B

Evaluation Form – Support Personnel PUBLIC SCHOOLS OF PETOSKEY

SECTION 1: General Information

Name of Employee: _____

Position: _____

Length of Employment in Present Position: _____

Total Years of Employment in Petoskey Public Schools: _____

Name of Evaluator: _____

Position: _____

School Year: _____

Date(s) of Formal Observation(s): _____

Date(s) of Evaluation Conference(s): _____

Note: All appraisal sections are to be completed in triplicate

Distribution of copies:

1. Evaluatee
2. Evaluator
3. Personnel Office/Superintendent

This appraisal instrument is used to evaluate the performance of new employees during their probationary period as well as to evaluate other service personnel on a regular basis.

The signature of the evaluatee at the end of this instrument is not intended to reflect agreement or disagreement with the conclusions reached by the evaluator. Such signature is intended only to indicate that the evaluatee has been given a copy of the completed form, has had an opportunity to meet with the evaluator and discuss the evaluation, and is aware of the contents.

This evaluation is conducted according to the provisions of the current Master Agreement between the parties.

Additional comments by the evaluator or the evaluatee may be written on the back of any of the pages of this form or may be attached to this form for inclusion in the personnel file of the evaluatee.

SECTION 2: Supervisor/Management Evaluation

General Job Issues (All Classifications)

(Check appropriate column)

	Satisfactory	Unsatisfactory	Not Observed
1. Carries out all duties of the job according to Michigan law and the policies of the Petoskey Board of Education.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Maintains a good personal image with the public concerning the activities and needs of the school district.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Reports to his/her immediate supervisor all matters which are important to the understanding and operation of the assigned job area or building.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Interprets and clarifies the purpose and needs of the school system to the public, as directed by his/her immediate supervisor.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Accepts responsibility for his/her job duties.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Acquires new skills to perform job responsibilities.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. Performs work in a neat and orderly way.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8. Maintains a good personal appearance.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9. Maintains a good work schedule by reporting to work regularly and on time.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10. Evidences the ability to work at a high level of performance without constant supervision.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11. Shows ability to relate to other staff personnel, students and public.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12. Shows interest in self-improvement and a willingness to try new ideas.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

General Job Issues (All Classifications)

(Check appropriate column)

	Satisfactory	Unsatisfactory	Not Observed
13. Performs other related duties as assigned by his/her immediate supervisor/administrator.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Comments by Evaluator:

Specific Job Issues (Custodial)

(Check appropriate column)

	Satisfactory	Unsatisfactory	Not Observed
1. Displays knowledge and reasonable care of potentially hazardous cleaning agents.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Keeps accurate inventory of equipment and supply needs.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Correctly prioritizes tasks.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Handles minor maintenance tasks as needed.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Identifies and reports safety concerns.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Other	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Comments by Evaluator:

Specific Job Issues (Culinary)

(Check appropriate column)

	Satisfactory	Unsatisfactory	Not Observed
1. Abides by current regulations and requirements for job duties in culinary.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Keeps kitchen and food preparation area clean.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Plans and provides balanced nutritious meals.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Considers/incorporates student menu suggestions as appropriate.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Keeps running inventory and orders supplies as appropriate.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Other	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Comments by Evaluator:

Specific Job Issues (Secretarial)

(Check appropriate column)

	Satisfactory	Unsatisfactory	Not Observed
1. Handles documents in a confidential manner.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Displays good telephone skills.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Handles office duties efficiently.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Correspondence/work products are professional.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Keeps accurate records of supply needs, ordering, and office machinery maintenance schedules.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Other	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Comments by Evaluator:

SECTION 3: Composite or Summative Evaluation

All things above considered, the performance of this employee is rated as:

_____ Satisfactory

_____ Unsatisfactory

Signatures:

Evaluatee: _____

Date: _____

Evaluator: _____

Date: _____

Evaluatee Comments:
(attach additional pages if necessary)

APPENDIX C

Staff Acceptable Use Policy

PUBLIC SCHOOLS OF PETOSKEY

NETWORK & ACCESS AGREEMENT FOR STAFF MEMBERS

This agreement is entered into this ____ day of _____, 20__ between _____, hereafter referred to as Staff Member, and the Petoskey School District, hereinafter referred to as District. The purpose of this agreement is to provide electronic mail, Electronic Bulletin Board and Internet access for educational and administrative purposes to the Staff Member. As such, this access will (1) assist in the collaboration and exchange of information, (2) facilitate personal growth in the use of technology, and (3) enhance information gathering and communication skills.

The intent of this contract is to ensure that Staff Members will comply with all Network and Internet acceptable use policies approved by the school district.

In exchange for the use of the District Internet resources either at school or away from school, I understand and agree to the following:

- A. The use of the District Network is a privilege which may be revoked by the district at any time and for any reason. Appropriate reasons for revoking privileges include, but are not limited to, the altering of system software, the intentional placement of unauthorized information, computer viruses or harmful programs on or through the computer system in either public or private files or messages. The District reserves the right to remove files, limit or deny access, and refer the Staff Member for other disciplinary actions as provided under Section 2.7H.
- B. The District reserves all rights to any electronically stored files and may remove any material which the district, at its sole discretion, believes may be unlawful, obscene, pornographic, or abusive, or otherwise objectionable. Staff members will not use their District-approved computer account/access to create, obtain, view, download or otherwise gain access to such materials.
- C. All information services and features contained on District or Network resources are intended for the private use of its registered users and any use of these resources for commercial-for-profit or other unauthorized purposes (i.e. advertisements, political lobbying), in any form is expressly forbidden.
- D. The District and/or Network resources are intended for the exclusive use by their registered users. The Staff Member is responsible for the use of his/her account/password and/or access privilege. Any problems which arise from the use of a Staff Member's account are the responsibility of the account holder. Use of an account by someone other than the registered account holder is forbidden and may be grounds for loss of access privileges. Staff Members shall log off the computer whenever they are not using it, or lock it whenever they leave the area where the computer is running.
- E. Any misuse of the account will result in suspension of the account privileges and/or

disciplinary action determined by the District as provided under Section 2.7H. Misuse shall include, but not be limited to:

1. Intentionally seeking information on, obtaining copies of, or modifying files, other data or passwords belonging to other users without expressed consent.
2. Misrepresenting other users on the Network.
3. Disrupting the operation of the Network through abuse of the hardware or software.
4. Malicious use of the network through hate mail, harassment, profanity, vulgar statements or discriminating remarks.
5. Interfering with others use of the Network.
6. Extensive use for nonwork-related communication.
7. Illegal installation of copyrighted software.
8. Unauthorized downloading, copying or use of licensed or copyrighted software.
9. Accessing, downloading or creating any obscene or objectionable information, language, images or files.

F. The use of district and/or Network resources are for the purpose of (in order of priority):

1. Support of the academic/administrative program.
2. Telecommunications
3. General Information

G. The District and/or Network does not warrant that the functions of the system will meet all specific requirements the user may have, or that it will be error free or uninterrupted; nor shall it be liable for any direct, indirect, incidental or consequential damages (including lost data, information, or time) sustained or incurred in connection with the use, operation or inability to use the system.

H. The Staff Member will delete old mail messages from the personal mail directory to avoid excessive use of the electronic mail disk space.

The District and/or Network reserves the right to log Internet use and to monitor electronic mail space utilization by users and will periodically make determinations on whether specific users of the network are consistent with the Acceptable-Use Policy.

- I. The Staff Member may not transfer files, shareware, or software that would incur a financial obligation on the part of the District from information services and electronic Bulletin Boards without the permission of the District. The Staff Member will be liable to pay the cost or fee of any file, shareware or software transferred, whether intentional or accidental, without such permission.
- J. The District reserves the right to log computer use and to monitor fileserver space utilization by users. The District reserves the right to remove a user account on the Network to prevent further unauthorized activity. Personal information should not be stored on network resources.
- K. Software registry will be maintained. Registration of all District software/equipment will be maintained by the District.

- L. Staff shall make a good faith effort to monitor student Internet use. It is recognized that such monitoring is difficult and staff shall not be held responsible for inappropriate student Internet use.
- M. The use of electronic means, including e-mail and internet usage, shall not be referenced in employee evaluations unless usage is in non-compliance with this Network and Access Agreement.
- N. The Staff Member shall not remove District owned technology equipment and/or software from school premises without written permission of the Technology Director or the Building Principal or her/his designee.
- O. Staff shall not obligate the District financially or legally by subscribing to or using fee based on-line services without the prior written approval of the Superintendent or her/his designee.

In consideration for the privileges of using the District resources, and in consideration for having access to the information contained on the Network, or by the Network, I hereby release the District, Network and their operators and administration from any and all claims of any nature arising from my use, or inability to use the District and/or Network resources.

Signature of Staff Member: _____

Date: _____