

**BALDWIN EDUCATIONAL
SUPPORT PERSONNEL
ASSOCIATION**

MASTER AGREEMENT

July 1, 2006 – June 30, 2009

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PREAMBLE

This Agreement is entered into this 1st day of July, 2006, by and between the Baldwin Community Schools Board of Education, 525 Fourth Street, Baldwin, Michigan 49304-9525, hereinafter called the "Board", and the Baldwin Educational Support Personnel Association, MEA, hereinafter called the "Association". The signatories shall be the sole parties to this Agreement.

WHEREAS, the Board and the Association have a statutory obligation, pursuant to Act 379 as amended of the Michigan Public School Act of 1965, to bargain with respect to hours wages, terms and conditions of employment, and

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement;

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

ARTICLE 1

RECOGNITION

- A. The Board hereby recognizes the Association as the sole and exclusive bargaining representative of all its regular employees contained in the Bargaining unit, which shall be defined as all Paraprofessionals, Food Service Employees, Secretarial and Clerical Employees, Custodial and Maintenance Employees, Mechanics and Bus Driver but excluding "Youth Services" workers, co-op students, central office employees (office manager, bookkeeper, and payroll clerk), one (1) confidential secretary assigned to each Building Principal, supervisors, substitute employees, and all other employees. Such representation shall cover all personnel assigned to newly created positions which are not principally supervisory and administrative but all within the purview of the Association. The Board agrees not to recognize or negotiate with any organization other than the Association for the duration of this Agreement.

- B. The term "Bargaining Unit Member" when used herein shall refer to all employees represented by the Association and references to male employees include female employees.

ARTICLE 2

CONTINUITY OF OPERATIONS

The Association and the Board recognize that strikes and other forms of work stoppage by members of the Association are contrary to law and public policy. The Association and the Board subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the school program. The Association, therefore, agrees that its officers, representatives, and members shall not authorize, instigate, cause, aid, encourage, ratify, or condone, nor shall any Association member take part in any strike, slowdown or stoppage of work, boycott, picketing or other interruption of activities in the school system. Failure or refusal on the part of any Association member to comply with a provision of this Article shall be cause for whatever disciplinary action is deemed necessary by the Board.

The parties agree that they will not during the period of this Agreement, directly or indirectly, engage in or assist in any Unfair Labor Practice, as defined by the Public Employment Relations Act.

ARTICLE 3

EQUAL EMPLOYMENT OPPORTUNITY

Generally, and unless required otherwise by law, the assignment, promotion, and transfer of qualified Bargaining Unit Members shall conform to the provisions of this Agreement and Board policies. In accord with Board policy, no person or persons, departments or divisions responsible to the Board shall discriminate against any Bargaining Unit Member on the basis of race, sex, creed, color, national origin, marital status, as well as membership in, or association with the activities of the Association. The parties will continue to work together to assure equal employment opportunities to all.

ARTICLE 4

EMPLOYER RIGHTS

It is expressly agreed that all rights which ordinarily vest in and have been exercised by the Employer, except those which are clearly and expressly relinquished herein by the Employer, shall continue to vest exclusively in and be exercised exclusively by the Employer. Such rights shall include by way of illustration and not by way of limitation, the right to:

- A. Manage and control the school's business, the equipment, the operations, and to direct the working forces and affairs of the Employer.
- B. Continue its rights 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, but not in conflict with the specific provisions of this Agreement and the right to establish, modify or change any work or business hours or days.
- C. The right to direct the working forces, including the right to hire, promote, suspend and discharge employees, transfer employees, assign work or extra duties to employees, determine the size of the working force and to lay off employees.
- D. Determine the services, supplies, and equipment necessary to continue its operations and to determine the methods, schedules and standards of operations, the means, the methods, and processes of carrying on the work including automation thereof or changes therein, the institution of new and/or improved methods of changes therein.
- E. Adopt reasonable rules and regulations.
- F. Determine the qualifications of employees, including physical conditions.
- G. Determine the number and location or relocation of its facilities, including the establishment or relocation of new schools, buildings, departments, divisions, or subdivisions thereof and the relocation of closing of offices, departments, divisions or subdivisions, buildings or other facilities.
- H. Determine the placement of operations, production, service, maintenance or distribution of work, and the source of materials and supplies.
- I. Determine the financial policies, including all accounting procedures and all matters pertaining to public relations.
- J. Determine the size of the management organizations, its functions, authority, amount of supervision and table of organization provided that the Employer shall not abridge any rights from employees as specifically provided in this Agreement.
- K. Determine the policy affecting the selection, testing or training of employees, providing that such selection shall be based upon lawful criteria.

The exercise of the foregoing powers, the rights, duties and responsibilities by the Board and the adoption of policies, rules, regulations and practices in the furtherance thereof, shall be the exclusive prerogative of the Board except as otherwise limited by express provisions of this Agreement.

ARTICLE 5

FINANCIAL RESPONSIBILITY

- A. Any Bargaining Unit Member who is not a member of the Association in good standing, or who does not make application for membership within thirty (30) days from the commencement of duties shall, as a condition of employment, pay as a service fee to the Association any amount established by the Association. Provided, however, that the Bargaining Unit Member may authorize payroll deduction for such service fee in the same manner as provided in Article 6.
- B. In the event an employee shall not pay such representation service fee directly to the Association or authorize payment through payroll deduction, the Board shall, upon completion of the procedures contained herein at the request of the Association and pursuant to MCLA 408.477; MSA 17.277(7), deduct the representation service fee from the employee's wages and remit same to the Association. Payroll deductions made pursuant to this provision shall be made as provided in Article 6.

The Association in all cases of mandatory fee deduction pursuant to MCAL 408.477; MSA 17.277(7) shall notify the employee of non-compliance by certified mail, return receipt requested. Said notice shall detail the non-compliance and shall provide ten (10) days for compliance, and shall further advise the employee that a request for wage deduction may be filed with the Board in the event compliance is not effected. If the employee fails to remit the fee or fails to authorize the deduction for same, the Association may request the Board to make the deduction.

When the employee objects to the appropriate amount of the representation service fee, the amount of the deduction contested shall be placed in an escrow account as required by law until a determination of the appropriate amount of the fee to be deducted, must exhaust the internal administrative procedures of the Association.

The remedies of such procedures shall be exclusive, and unless and until such procedures, including any administrative or judicial review thereof, shall have been exhausted, no dispute, claim or complaint by an objecting employee concerning the application and interpretation of this Article shall be subject to the grievance procedure set forth in this Agreement, or to any other administrative or judicial procedure.

- C. The Association agrees to indemnify and save harmless the Board of Education, including each individual school board member and authorized agents of the Board, against any and all claims, all demands, costs, suits, or any other form of liability (including back pay and all court or administrative agency costs), that may arise out of or by reasons of, action taken or not taken by the Board of Education for the purpose of complying with this Article.

ARTICLE 6

PAYROLL DEDUCTION

- A. The Board shall deduct monthly from the pay of each Bargaining Unit member from who 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 the Bargaining Unit Members from whom they have been deducted and the amount deducted from each, shall be forwarded to the Association's Treasurer no later than thirty (30) days after they have been made.
- B. A Bargaining Unit Member who shall tender or authorize the deduction of dues or service fees, uniformly required as a condition of acquiring membership in the Association shall be deemed to have met the requirements of this Article so long as he/she is not more than sixty (60) days in arrears of payment of such dues or service fees.
- C. The Association shall notify the Board, in writing, thirty (30) days prior to any change in its dues or fees. Dues or fees cannot be altered more than once in any school year.
- D. 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.
- E. The Association shall indemnify and save the district harmless against any and all claims, demands, suits or other forms of liability that may arise out of or by reason of action taken or not taken by the Employer or in reliance upon signed authorization cards or lists furnished to the Employer by the Association for the purpose of payroll deduction of dues or service fees.

ARTICLE 7

WAIVER

- A. The parties acknowledge that during the negotiations which resulted in this Agreement each had the 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 understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Board and the Association for the life of this Agreement voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement and with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge and contemplation of either or both of the parties at the time that they negotiated or signed this Agreement. Matters of common concern regarding wages, hours, and working conditions may be subject to negotiation during the period of this Agreement upon the request and mutual agreement of both parties.
- B. The parties agree that this Agreement supersedes and cancels all previous agreements, verbal or written or whether based upon alleged past practices. This Agreement constitutes the entire Agreement between the parties. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by both parties to this Agreement.

ARTICLE 8

GRIEVANCE PROCEDURE

- A. A claim by a Bargaining Unit Member, or the Association, that there has been a violation or misapplication of any provision of this Agreement shall be processed as a grievance as hereinafter provided. The Association shall designate a Grievance Committee Chairperson whose signature shall be binding in matters of grievance resolution. The names of the current Grievance Committee Chairperson, Association Officers, and Association Representatives shall be transmitted to the Superintendent within fifteen (15) days of the start of each school year.
- B. STEP ONE: In the event that a Bargaining Unit member believes that there is the basis for a grievance, he/she shall first discuss the alleged grievance with his/her immediate administrator, accompanied by his/her Association Representative, or Grievance chairperson. The discussion shall occur within five (5) working days of its occurrence or reasonable knowledge of its occurrence. If no resolution is obtained within five (5) working days of the discussion, the Association shall reduce the grievance to writing and proceed within the five (5) working day period of said discussion to Step Two. Written grievances shall be submitted on the Grievance Form (Appendix C) and as required herein shall contain the following:
1. It shall be signed;
 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 sub section of this Agreement or Board Policy 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 conformance with the above requirements may be rejected as improper. Such rejection shall not extend the limitations hereinafter set forth. A copy of the grievance shall be delivered to the immediate administrator. If the grievance involves more than one (1) work location, it shall be filed with the Superintendent, or his/her designee, at Step Three.
- C. STEP TWO: Within five (5) working days of receipt of the grievance, the immediate administrator shall meet with the Association in an effort to resolve the grievance. The immediate supervisor shall indicate, in writing, within five (5) working days of such meeting, his/her disposition of the grievance, and shall furnish a copy thereof to the Association.
- D. STEP THREE: 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 grievance shall be transmitted to the Superintendent, or his/her designee. Within five (5) 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 five (5) working days of such meeting and shall furnish a copy thereof to the Association.
- E. STEP FOUR: 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, the grievance shall be transmitted to the Board of Education. The Board of Education shall hold a hearing on the grievance and shall indicate in writing, to the Association, its disposition within twenty-five (25) working days after the date the grievance was referred to the Board of Education.

F. STEP FIVE: If the Association is not satisfied with the disposition of the grievance by the Board of Education, or if no disposition has been made within the period provided above, the grievance may be submitted to arbitration within ten (10) working days of the decision of the Board at Step Four. If the parties cannot agree as to the arbitrator within five (5) working days from the notification that arbitration will be pursued, he/she will be selected by the American Arbitration Association in accordance with the rules which shall likewise govern the arbitration proceeding.

1. The arbitrator shall have no power or authority to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.
2. If a Bargaining Unit Member is disciplined by an administrator and the matter goes to arbitration, the arbitrator shall not substitute his/her judgment for that of the Board, unless there is evidence that the administrator violated the terms and conditions of the contract.
3. It is expressly understood that no grievance shall be filed which is based on content of a written evaluation. However, in the event of an alleged contract violation pertaining to the procedures set forth in the evaluation process, such claim is subject to the grievance procedure.
4. The arbitrator shall have no power to hear any claim regarding the discharge of a probationary Bargaining Unit Member.

Both parties agree to be bound by the award of the arbitrator and that the judgment thereon may be entered in any court of competent jurisdiction.

- G. The fees and expenses of the arbitrator shall be shared equally by the parties.
- H. If any Bargaining Unit Member for whom a grievance is sustained shall be found to have been unjustly discharged in Steps One, Two, Three or Four, he/she shall be reinstated with partial or full reimbursement of all compensation lost and his/her record shall be expunged of any reference to this action.
- I. The time limits provided in this Article shall be strictly observed but may be extended by written agreement of the parties.
- J. Notwithstanding the expiration of this Agreement, any grievance arising thereunder and filed before the expiration of the Agreement, may be processed through the grievance procedure until resolution.
- K. A Bargaining Unit Member who must be involved in the grievance conferences, as outlined in Steps One through Five, during the work day shall be excused with pay for that purpose.
- L. 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.
- M. The filing of the grievance shall in no way interfere with the right of the Board to proceed in carrying out its management responsibilities, subject to the final resolution of the grievance.
- N. It is understood by the parties that no grievance shall be filed or based upon any prior or previous Agreement or upon any alleged grievance occurring prior to the effective date of this Agreement.

ARTICLE 9

WORK LOAD AND ASSIGNMENTS

- A. Bargaining Unit Members shall not be assigned work which is outside their job classifications, except in case of emergency. Emergency as defined in this article is a situation developing suddenly and unexpectedly, and demanding immediate attention. Bargaining Unit Members required to substitute on an "emergency" basis shall:
1. Be compensated at their regular hourly rate plus the difference between the starting hourly rates between the two (2) classifications.
 2. Be relieved of their regular job while performing the substitute duties.
 3. Not be required to perform said substituting for more than ten (10) consecutive days.
 4. If paraprofessionals are assigned to cover classrooms in the absence of substitute teachers being assigned for the absent teachers, they will be paid per hour the difference between the current substitute teacher rate, divided by 7.0 hours, and the base hourly rate of paraprofessionals, in addition to their normal hourly rate.
- B. Work load responsibilities and assignments for each Bargaining Unit Member within the various job classifications shall be determined by the Superintendent, Principal, and Immediate Supervisor. (Said job classifications shall contain the following information.)
- Job Title;
 - Minimum Qualifications;
 - Person to Whom the Bargaining Unit Member is Responsible;
 - Job Goal or Objective;
 - List of Responsibilities of the Assignment.
- C. Changes in job classifications shall be implemented only after consultation with the Association.
- D. Upon initial employment, and prior to August 15 of each year, job classifications and work assignments shall be given to each Bargaining Unit Member. Should the Bargaining Unit Member's assignment be different than that held the previous school year, the Employer shall give the Bargaining Unit Member a written explanation for the reassignment at the time of reassignment.
- E. BUILDING USE SCHEDULES:
1. Building use schedules are the responsibility of the administrative personnel and shall be posted twenty-four (24) hours in advance on Monday through Thursday. Building use schedules for Friday night, Saturday and Sunday shall be posted no later than 3:00 p.m., Thursday.
 2. The Employer shall not be prevented from scheduling the use of school buildings in emergency situations or where the activity has been inadvertently omitted from the building use schedule. However, no Bargaining Unit Member will be disciplined for the work not being done in a timely manner where the activity was not included on the building schedule.

F. When Bargaining Unit Members are temporarily/involuntarily transferred to higher paying positions (Bargaining Unit or Non-Bargaining Unit Positions), the Bargaining Unit Member shall be compensated at the prevailing rate of pay for said position.

G. Bus Drivers

1. The Baldwin Community Schools' Board of Education reserves the right to run the transportation program in the best interest of the students and the community. Any prior contractual agreements will be honored and decisions regarding transportation will reflect the Baldwin Community Schools Board of Education's fiscal responsibility to the community.
2. Licensing/Training
 - a. Drivers shall be reimbursed the cost of their license (less the cost of a normal operator's license) at the conclusion of one year driving for Baldwin Community Schools. A receipt is required prior to payment.
 - b. The Bargaining Unit Member may select his/her physician for a yearly physical examination and the District shall reimburse the full cost (less insurance coverage if available) of the required physical.
 - c. The District shall pay drivers at their regular hourly rate for all time spent at training sessions, meetings (either transportation or student/parent meetings), testing, and run selection meetings.

3. Driver Responsibilities

Bus drivers shall be:

- a. responsible for bus driver's warm-up, cleaning, safety checks, gas-up, and will be considered as part of the daily run time, fifteen (15) minutes.
- b. responsible for supervising students on the bus during regular runs. He/she may suspend bus riding privileges subject to prior approval of the school administration.
- c. complete trip sheet must be turned into the business office the next work day or when the driver returns to work, for the purpose of tabulating total work time for the week.
- d. Bus Folders
Each driver shall maintain an up-to-date folder in his/her bus at all times. This folder shall contain:
 1. A map outlining stops with names of children
 2. A daily time schedule
 3. Information provided by the Administration on emergency drill instructions
 4. Information provided by the Administration on individual cases of a special nature (mental, emotional, physical, medication needed, or religious exceptions).
 5. A seating chart (if used)
 6. Trip Log Sheets
- e. Will be paid at their respective hourly wage for time worked beyond the runs minimum time for, but not limited to:
 1. Completing discipline forms, or if they are detained by the transportation supervisor or any other school administrator.
 2. In case of the bus breaking down or getting stuck.

4. Normal Work Year

The normal work year for bus drivers shall be according to the established student attendance days according to the school calendar as established by the Board of Education and shall be consistent with language regarding Bargaining Unit Members break periods, holidays, vacations, and pay schedules as listed in this Agreement.

5. Extra-Curricular Trips

- a. A Bus Driver's trip will be defined as the transportation of students to and from regularly scheduled academic activities as directed by the Superintendent of Schools.
- b. All single trips up to one (1) hour in length shall be paid as though the trip took one (1) full clock hour. All trips between one (1) and two (2) hours in length shall be paid as though the trip took two (2) full clock hours. Any trip that is over two (2) hours in length shall be paid a pro rated hourly amount in ten (10) minute segments based on the hourly rate.
- c. With respect to extra-curricular activities, the parties agree that for all runs involving 8 or less students, the Employer shall have the option to use a van or small bus and have a coach, advisor, and/or other representative of the Employer drive the same. All other trips shall continue as at present, subject to the overtime provisions of this Agreement.

6. Down Time

- a. Drivers shall be paid "standing time" or "down time" for all of the time a driver is on duty and not driving a bus. "On duty" means that the driver is away from the central bus storage station waiting to complete the transportation of students.
- b. All driving and "standing time" or "down time" shall be compensated at the regular hourly rate.

7. Field Trips

- a. There shall be a four (4) hour minimum payment at the regular hourly rate for a field trip on a day when school is not in session.
- b. A field trip is defined as any transportation of students other than a regular run. Drivers will be paid their regular rate of pay for all field trips. In the event of double scheduled events, Bargaining Members Unit's driver will have trip preference. (A field trip is a trip that is concerned with the pupils; educational program.)

8. Substitutes/Temporary Run Vacancies

- a. In case of emergency or whenever, for a temporary time, there is an insufficient number of qualified drivers readily available to properly handle all driving assignments, the Employer may cover such assignments with qualified non-bargaining unit employees.

9. Meal/Lodging Reimbursement

- a. The District shall reimburse drivers for all meal costs up to the established District rate per meal if the trip involves an overnight stay. A receipt is required prior to payment.
- b. The District shall reimburse drivers for the cost of a motel room if the trip involves an overnight stay. A receipt is required prior to payment.

- c. In the event a driver has “standing time” or “down time’ in connection with an overnight trip, he/she shall be compensated for all such time at the regular hourly wage.

10. Alcohol and Controlled Substance Testing for Safety Sensitive Workers

In fulfilling its commitment to the safety of its pupils, employees and the public, the Board of Education of the Baldwin Community Schools District endeavors to promote conditions aligned with creating and maintaining a safe educational environment and workplace for its students and employees. Substance abuse by employees, most particularly by those who perform safety-sensitive functions, constitutes a grave threat to their physical and mental well-being, significantly impedes their work objectives and job performance, and interferes with their ability to maintain a safe educational environment and workplace.

The Board of Education of the Baldwin Community Schools District further believes that the safety of students while being transported to and from school or school activities is of paramount importance and is the primary responsibility of those persons who operate or maintain school vehicles. To fulfill that responsibility, each person who operates or maintains school vehicles must be mentally and physically alert at all times while on duty.

Accordingly, it is the policy of the Baldwin Community Schools District to establish and implement an alcohol and controlled substances testing program for its employees (both regular and substitute) who perform safety-sensitive functions as mandated by the Omnibus Transportation Employee Testing Act of 1991 and its promulgated regulations.

H. Head Cook – twelve (12) month position.

I. Custodial/Maintenance Team Rules and Guidelines:

1. The team shall consist of all custodial/maintenance employees including the custodial/maintenance team leader.

2. Team Responsibilities:

- a. Attend monthly meetings of one (1) hour in length with ½ of that time paid by District.
- b. Make assignments.
- c. Recommend training/in-service.
- d. Screen and recommend candidates to fill vacancies.
- e. Give input into the budget.
- f. Address current custodial/maintenance issues.
- g. Set rules and policies that do not conflict with the provisions of the Collective Bargaining Agreement.

3. Custodial/Maintenance Team Leader:

- a. Take minutes at monthly meetings, prepare and distribute to team members and Superintendent.
- b. Schedule and post building request forms.
- c. Receive calls from team members for leave time and vacation time.

4. Custodial/Maintenance Team Leader:

- a. Responsibilities as they relate to custodial/maintenance.
- b. Order custodial/maintenance supplies with input from the team members.
- c. Prepare invitations to bid.

- d. Participate in budget monitoring process and report to team members.
 - e. Prepare reports for the State of Michigan.
5. Communication Liaison – (Team Leader)
- a. Receive information from Superintendent and communicate to team members.
6. Evaluations:
- a. Team members will be evaluated by building administrator.

ARTICLE 10

SENIORITY

- A. Seniority shall be defined as the length of service within the school district from the Bargaining Unit Member's first working day. Seniority shall be on a school system-wide classification basis and a list shall be compiled showing, on a classification-by-classification basis, the seniority date of each member of the Bargaining Unit. The seniority list shall be updated annually, (by October 1) and a copy shall be provided to all bargaining unit members.
- B. The seniority list shall also be forwarded to the President and Secretary of the Association, and the Association will have ten (10) working days from receipt of such list to protest any errors or inaccuracies. If no such written protest is received by the Superintendent of Schools, the Employer's seniority list shall be deemed to be conclusive.
- C. Bargaining Unit Members shall be on probation the first sixty (60) work days of their employment.
- D. When Bargaining Unit Members complete the probationary period, they shall be entered on the seniority list of their classification and rank for seniority from their first working day. There shall be no seniority among probationary Bargaining Unit Members.
- E. For the purposes of this Agreement, seniority shall accrue and be applied within the following classifications:
- | | |
|-----------------|--------------------------------------|
| Secretarial | Paraprofessionals |
| Food Service | Custodial/Maintenance |
| Maintenance | Bus Driver |
| C/M Lead Person | Head Cook (1 position district wide) |
- F. A Bargaining Unit Member shall lose his/her seniority rights if he/she retires, resigns, is discharged for just cause, fails to report to work within ten (10) working days of a mailing of a certified letter of notice of recall, and if the Bargaining Unit Member is laid off for a period of two (2) continuous years.
- G. Bargaining Unit Members who transfer into a non-bargaining unit position within the school district shall retain such seniority as was accrued while a member of the Bargaining Unit should they leave the non-bargaining unit position and return to the Bargaining Unit.

ARTICLE 11

VACANCIES, TRANSFERS AND PROMOTIONS

- A. A vacancy shall be defined, for purposes of this Agreement, as a position open due to the death, retirement, resignation, or discharge of a Bargaining Unit Member, or a newly created position within the Bargaining Unit. No vacancy shall be filled permanently until it has been posted for at least five (5) working days. The posted position may be filled temporarily for a period not to exceed twenty (20) working days.
1. If a vacancy is not filled with a Bargaining Unit Member, the Employer shall give the Bargaining Unit Member applicants a written explanation as to why they were not awarded the position.

- B. Whenever a vacancy occurs, the Superintendent shall post notice of the vacancy in each building in which Bargaining Unit Members work. A copy of the vacancy notice shall also be sent to the Association, and to any laid off Bargaining Unit Member.

Whenever a vacancy occurs when school is not in session, the Superintendent shall post notice of any vacancy by mailing said notice to each Bargaining Unit Member. Said mailing shall be by first class mail, and Bargaining Unit Members shall be given no less than ten (10) days to respond to the posting.

Said posting shall contain, minimally, a description of the duties/responsibilities of the posted position; including the minimum requirements necessary to be considered a qualified applicant.

Each classification found in Article 10-E shall have a specific description listing the duties/responsibilities of that classification, the nature of the classification, and the minimum requirements necessary to be considered for the classification.

- C. When filling vacancies, the Board shall consider the applicant's experience, competence, qualifications, and length of service in the district. Preference will be given to qualified applicants from the Bargaining Unit. When more than one (1) equally qualified applicant exists for any vacancy, seniority within that classification and system-wide seniority, in that order, shall be the deciding factor.
- D. A transfer shall be defined as a permanent change in job classification, school building or job assignment. Any Bargaining Unit Member may request a transfer after the satisfactory completion of the probationary period. The Bargaining Unit Member shall remain in any position to which he/she has transferred for a period of six (6) months 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.

A bargaining unit member granted a transfer to a new classification in the bargaining unit shall not have his/her wage rate reduced, provided that a replacement for the transferred bargaining unit member can be hired at the base wage rate and the bargaining unit member transferred is not paid more than the bargaining unit member previously employed in the bargaining unit position to which he/she is transferred. Applicants for the transfers will be advised of these conditions.

- E. Requests for transfer shall be made in writing; one (1) copy of which shall be filed with the Superintendent or his/her designee and one (1) copy shall be filed with the Association. All transfer requests shall be renewed each July 1 to remain valid.

- F. Involuntary transfers will be minimized to the extent possible. In such cases, voluntary transfers shall be given preference over involuntary transfers, if qualified. In the case that no qualified voluntary transferee wants the position, then the least senior qualified Bargaining Unit Member within that classification will be transferred. Bargaining Unit Members shall suffer no loss of pay or system-wide seniority in the event of an involuntary transfer.

Any Bargaining Unit Member involuntarily transferred (except for reasons related to that Bargaining Unit Member's performance) has the right to return to his/her previous position for the time period equal to the Bargaining Unit Member's accumulated seniority in that position, but not to exceed three (3) years from the date of transfer. In such circumstances there is no requirement to post the vacancy. A Bargaining Unit Member returning to the position from which he/she had been previously involuntarily transferred (under the conditions described above) shall be paid at his/her previous wage rate in that position or the base rate for that position (Appendix A), whichever is greater.

ARTICLE 12

LAYOFF AND RECALL

- A. Layoff shall be defined as a necessary reduction in the work force beyond normal attrition due to a shortage of funds or lack of work as determined by the Board of Education.
- B. No Bargaining Unit Member shall be laid off unless said Bargaining Unit Member has been notified of said layoff at least twenty (20) work days prior to the effective date of layoff.
- C. In the event of a layoff, the Board shall first lay off probationary Bargaining Unit Members, then the least senior Bargaining Unit Members within the affected classification. In no case shall a new Bargaining Unit Member be hired by the Board while there are laid off Bargaining Unit Members who are qualified for a vacant or newly-created position.

If layoffs are instituted, the Employer may grant an unpaid leave of absence to a Bargaining Unit Member who wishes to take the place of a Bargaining Unit Member who would otherwise be subject to layoff in the same job classification. Such leave shall be voluntary and without compensation, benefits or experience credit. However, the Bargaining Unit Member shall accrue seniority during the leave. The Board will make premium payments on behalf of the Bargaining Unit Member for insurance benefits for up to thirty (30) days after the date layoff is commenced under this section.

- D. A laid-off Bargaining Unit Member may replace a Bargaining Unit Member within another classification under the following conditions:
 - 1. The laid off Bargaining Unit Member must possess equal or greater qualifications than the Bargaining Unit Member to be replaced;
 - 2. The laid off Bargaining Unit Member must possess greater Bargaining Unit seniority than the Bargaining Unit Member to be replaced;
 - 3. A laid off Bargaining Unit Member wishing to bump another member of the Bargaining Unit shall notify the Superintendent in writing immediately. The Bargaining Unit Member subject to the bump shall be notified in writing immediately by the Superintendent that he/she is laid off.
- E. In the event of a reduction in the work hours in a classification, a Bargaining Unit Member may claim seniority over the least senior Bargaining Unit Member in that classification for the purpose of maintaining his/her normal work schedule provided that his/her action will not disrupt the normal operation of the Employer. In no case shall a reduction of any Bargaining Unit Member's work hours take effect until the Board gives ten (10) work days written notice to the affected Bargaining Unit Member. A laid off Bargaining Unit Member shall, upon application, and, at his/her option be granted priority status on the substitute list according to his/her seniority and qualifications. Laid off Bargaining Unit Members may continue their health, dental, and life insurance benefits by paying the regular monthly per subscriber group rate premium for such benefits to the Employer, on (1) month in advance of the due date of the premium payment. The above practice shall be subject to the rules and regulations of the insurance carrier. The Board will, however, make premium payments on behalf of the Bargaining Unit Member for insurance benefits for up to thirty (30) days after the date of lay off.
- F. A recall list shall be provided by the Employer stating the jobs available for re-employment. Recall shall be conducted as follows:

1. Classification seniority shall apply when the available position is within a Bargaining Unit Member's former classification.
 2. When two or more Bargaining Unit Members possess equal classification seniority for an available position, the Bargaining Unit Member with the greater Bargaining Unit seniority shall be given the position. A drawing shall determine a tie where Bargaining Unit Members possess equal classification seniority and Bargaining Unit seniority.
 3. Bargaining Unit seniority shall apply when the available position does not fall within the classification of the presently laid off Bargaining Unit Member or those classifications in which a Bargaining Unit Member possesses seniority. The Employer is not obligated to make recall out of a classification unless the Bargaining Unit Member to be recalled to a different classification is qualified to perform the available work.
- G. Notices of recall shall be sent by certified or registered mail to the last known address as shown on the Board's records. The recall notice shall state the time and date on which the Bargaining Unit Member is to report back to work. It shall be the Bargaining Unit Member's responsibility to keep the Board notified as to his/her current mailing address. A recalled Bargaining Unit Member shall be given at least ten (10) calendar days from receipt of notice, excluding Saturdays and Sundays to report to work. The Board may fill the position on a temporary basis until the recalled Bargaining Unit Member can report for work providing the Bargaining Unit Member reports within the ten (10) day period. Bargaining Unit Members recalled to work for which they are qualified are obligated to take said work. A Bargaining Unit Member who declines recall to perform work of four (4) hours or more per day for which he/she is qualified shall forfeit his/her seniority rights, right to recall, and be considered to have resigned.
- H. Bargaining Unit Members on layoff shall retain their seniority for purpose of recall for a period of two (2) years. Any Bargaining Unit Member on layoff for more than two (2) years shall lose his/her seniority and any further rights under this Agreement.

ARTICLE 13

COMPENSATION AND HOURS OF WORK

- A. The hourly wage rates to be paid to Bargaining Unit members are shown in Appendix A, which is incorporated as part of this Agreement.
- B. Bargaining Unit Members shall be paid their hourly rate of pay for hours worked on a bi-weekly basis.
- C. Paychecks will be available to Bargaining Unit Members by 12:00 o'clock noon on Friday paydays.
- D. Any hours worked by any Bargaining Unit member in excess of forty (40) hours in his/her work week, shall be compensated at the rate of one and one-half (1 ½) times the regular hourly rate paid that individual. Holiday hours shall be considered hours worked for the purpose of overtime compensation. Any hours worked on any paid holiday shall be compensated at the rate of one and one-half (1 ½) times the hourly rate in addition to the holiday pay.
- E. The Bargaining Unit Member's immediate supervisor and the Superintendent shall establish work hours for Bargaining Unit Members in various job classifications. The scheduled hours of work shall consist of a regular starting time and a regular quitting time. A duty free, uninterrupted (except in case of emergency), unpaid lunch period of thirty (30) minutes shall be provided, when applicable.
 - 1. The scheduled daily hours shall be stated on the Position and Wage Assignment provided to each Bargaining Unit Member annually.
 - 2. Regular full-time Bargaining Unit Members shall have two (2) relief breaks of not more than fifteen (15) minutes each as agreed upon by the immediate supervisor.
 - 3. Regular part-time Bargaining Unit Members shall have a relief break of not more than fifteen (15) minutes per day.
 - 4. Bargaining Unit Members scheduled to work a swing shift comprised of Saturday or Sunday work hours, shall be rotated on at least a monthly basis as determined by the supervisor.
 - 5. Bargaining Unit Members assigned to work a swing shift shall receive an additional twenty cents (\$.20) per hour.
- F. Time Schedule:
 - 1. Regular full-time Bargaining Unit Members normally work a minimum of thirty (30) to forty (40) hours per week.
 - 2. Regular part-time Bargaining Unit Members normally work a minimum of twenty (20) hours per week but less than thirty (30) hours per week.
 - 3. Secretarial shall be considered an 11 month employee.
 - 4. Eleven month employees shall work all weekdays during their eleven month schedule except for paid holidays as enumerated in this agreement and school breaks, such as Winter and Spring Break. Eleven month employees may work school breaks with the approval of their immediate supervisor.

5. School Year Employees (paraprofessionals and food service) shall be paid for five (5) non-student days per school year. Work assignments on non-student days shall be made by the employee's immediate supervisor.

G. Overtime hours shall be divided as equally as possible among Bargaining Unit Members in the same classifications in their buildings. An up-to-date list showing overtime hours will be available in each building monthly. Whenever overtime is required, the Bargaining Unit Member with the least number of overtime hours in that classification within his/her building will be called first and so on down the list in an attempt to equalize the overtime hours.

H. A Bargaining Unit Member may be placed on an overtime roster in a building other than the building of his/her regular assignment by consent of the immediate supervisor. In granting or denying permission, the supervisor shall consider the Bargaining Unit Member's classification, experience, familiarity with the other facility and program needs.

When a full-time Bargaining Unit Member is absent, the regular part-time Bargaining Unit member with the lowest number of hours on the extra duty list shall be given the opportunity to fill the full-time position within that classification, provided that the part-time Bargaining Unit Member has signed a declaration at the beginning of the school year that he/she desires occasional full-time substitution work and will be reasonably available for those assignments.

I. A bargaining unit member who is required as part of his/her assignment to use transportation in order to perform assigned duties shall be reimbursed as follows.

If vehicle driven - IRS rate per mile if personal vehicle is driven based on actual miles

If public transportation used- actual cost incurred not to exceed the mileage reimbursement which would have been provided if vehicle was driven

J. When evening functions are scheduled by the Employer and staffed by Bargaining Unit Members (Secretarial, Paraprofessional, Food Service), those Members will be compensated at one and one-half (1 ½) times their regular hourly rate for those hours, provided that he/she has worked their regular shift on that day.

ARTICLE 14

COMPENSABLE LEAVE

A. Sick leave (Compensable):

1. All Bargaining Unit Members shall receive sick leave at the rate of the equivalent of one (1) day per month in hours. Total number of sick hours earned shall not exceed the equivalent of ten (10) days in any fiscal year. Each Bargaining Unit Member shall be entitled to an accumulation of sick hours not to exceed the equivalent of one hundred and twenty (120) days.
 - a. In the event of short-term placement in a position requiring additional hours, Bargaining Unit Members will continue with their sick hours allowed for their regular position.
 - b. In the event of long-term placement or a transfer of job position, Bargaining Unit Members' sick hours will be adjusted to allow for the current position.
2. Such leave days are to be used in cases of illness or disability (or family illness requiring the Bargaining Unit Member's attendance and care), and pregnancy. Such sick leave may be used for any day on which the Bargaining Unit Member is scheduled to work, except for voluntary overtime.
3. Bargaining Unit Members shall be informed, in writing, within thirty (30) days of the start of each school year as to the number of leave days they have accumulated as of that date. All leave days they have accumulated prior to the signing of this Agreement shall be included in the initial compilation of leave days under this section.
4. In all cases, Bargaining Unit Members shall notify the designated person of unavailability for work at least sixty (60) minutes, (where possible, ninety (90) minutes), before the start of his/her regular shift.
5. Where the Employer has reasonable suspicion that a Bargaining Unit Member is abusing sick leave, medical verification may be required. When all compensable leave time has been used, a Bargaining Unit Member shall be subject to disciplinary action.
 - a. Loss of pay for time not worked.
 - b. Loss of pro-rata share of insurance benefits
 - c. Other discipline as allowed under the master agreement
6. As a positive incentive, the following will be available to all Bargaining Unit Members:

Use no sick days during the fiscal year	\$100 bonus
Use one (1) sick day during the fiscal year	\$ 50 bonus
Use two (2) sick days during the fiscal year	\$ 25 bonus

B. Personal Business Days:

1. All Bargaining Unit members shall be credited with the equivalent of three (3) personal business days per year in hours. A Bargaining Unit Member taking personal leave shall file notice of his/her intent to take such leave with his/her immediate supervisor at least two (2) days prior to the date of such leave except in cases of emergency that are approved by the immediate supervisor or the Superintendent. The use of these days are subject to the following conditions:
 - a. Personal leave days shall not be used for private or outside business for personal

business income.

- b. Child care.
- c. Personal leave days shall not be used for recreation (i.e., hunting, camping, etc.) purposes.
- d. Personal leave days shall not be used the first or last week of each semester or the day before or the day after a holiday or vacation (except in an emergency as determined by the building administrator and the Superintendent).
- e. Personal leave days shall not be granted to extend a holiday or vacation period, unless mutually agreed to in writing by the Superintendent.

C. At the end of the school year, up to three (3) personal leave days may be rolled over as personal leave days, any unused personal leave days in excess of three (3) shall be credited to the Bargaining Unit Member's accumulated compensable sick leave.

D. Bargaining Unit Members shall be granted up to five (5) working days each occurrence, non-chargeable to sick leave, for the purpose of attendance at the funeral for the death of a spouse, son, daughter, father, mother, brother, sister, grandchild, grandparent, son-in-law, daughter-in-law, father-in-law, mother-in-law.

Bargaining Unit Members shall be granted up to five (5) working days each occurrence, chargeable to sick leave, for the purpose of attendance at the funeral for the death of a brother-in-law, sister-in-law, aunt or uncle.

In all cases, Bargaining Unit Members shall notify their immediate supervisor of unavailability for work prior to such leave.

E. If an injured Bargaining Unit Member has an accumulated sick leave, he/she shall be continued on the payroll to the extent of his/her sick leave reserve, and if he/she receives any Worker's Compensation, such compensation will be supplemented by the Board with an amount sufficient to maintain his/her regular net salary or wage for a period not to exceed that of his/her sick leave reserve, and such reserve shall be charged only for that portion in excess of the compensation payment. Health insurance coverage shall be continued for six (6) months of a Bargaining Unit Member's Worker's Compensation injury.

F. Upon a Bargaining Unit Member's resignation or retirement from employment with the school district, when such employment equals or exceeds five (5) years, the school district shall pay one-half (1/2) of the Bargaining Unit Member's current daily rate for all accumulated sick leave, to a maximum of seventy-five (75) days, provided that the Bargaining Unit member has accumulated twenty-five (25) days or more at the time of resignation or retirement.

ARTICLE 15

LEAVES OF ABSENCE

- A. Except as provided by law or specifically stated to the contrary herein, all leaves of absence shall be without pay, without fringe benefits, and without salary increment credit. Whenever possible, upon return from leaves of absence, the Bargaining Unit Member shall be returned to the same position held prior to the leave. Where such leave required the Board to fill the position, the returning Bargaining Unit Member shall be placed in a comparable position with comparable duties/responsibilities/compensation and level within the district. Probationary Bargaining Unit Members are not entitled to leaves under this Article.
- B. Any Bargaining Unit Member having accumulated one (1) year of seniority whose personal illness extends beyond the period of accumulated sick days shall be granted a leave of absence without pay for medically certified reasons of health which may not exceed one (1) year from the date granted by the Board. Annual extensions of such leave may be granted by the Board upon written request of the Bargaining Unit Member and medical certification. A Bargaining Unit Member anticipating extended illness may be granted such leave prior to expiration of his/her accumulated compensable leave days and, upon returning from sick leave will have the unused portion of his/her accumulated compensable leave reinstated. Prior to return from a leave of absence for reasons of health, the Board may require the Bargaining Unit Member to provide a certificate of good physical and/or mental health. The Board reserves the right to have Bargaining Unit Members returning from such leave promptly examined by a doctor of its choice at Board expense.
- C. Provided that sufficient replacement can be obtained and at least three (3) months written notice is given, the Board may grant one (1) year (school year) leave for full-time participation in the Peace Corps full-time academic study, elected public office, or office in a professional organization.
- D. Disability/Child Care Leave:
1. Temporary Disability Leave:
 - a. A Bargaining Unit Member temporarily disabled may utilize any and all of accumulated compensable sick leave days for the actual period of disability.
 - b. Temporary disability leaves should be granted for up to forty-five (45) calendar days upon written notice by the Bargaining Unit Member to the Superintendent at least sixty (60) calendar days prior to the anticipated date of commencement of such leave, provided the Bargaining Unit Member complies with the applicable terms of Section A of this Article. Exceptions may be granted by the Superintendent. Bargaining Unit Members who experience disability beyond their accumulated compensable sick leave will automatically be placed on a temporary disability leave in conformance with the provisions of this Agreement.
 2. Extended Disability/Child Care Leave:
 - a. A leave of absence without pay shall be granted for up to six (6) months for the purpose of child care. Provided, however, in the event a six (6) month leave would expire during a semester in progress, the leave shall automatically be extended to the beginning of the next regular semester.
 - b. The Bargaining Unit Member may continue working as long as he/she can continue his/her regularly assigned responsibilities. The Bargaining Unit Member's

physician will furnish a statement to this effect subject to the review and approval of the Board appointed and paid physician.

- c. The application for such leave shall be received by the Superintendent no later than sixty (60) calendar days prior to the anticipated date on which the Bargaining Unit Member wishes to commence the leave.

E. Military leave will be granted based upon statutory provisions.

F. Leave for Other Purposes:

1. **Absence for Jury or Witness Service:** In such cases, a Bargaining Unit Member will be paid the difference between his/her pay for that duty and his/her regular pay. This section shall be rendered null and void if said court appearance is a result or in connection with other employment or volunteer service position(s) held by the Bargaining Unit Member.
2. **National Guard Emergency Call-Up:** In such cases, a Bargaining Unit Member will be paid the difference between his/her pay for that duty and his/her regular pay for up to ten (10) working days providing that proof of service and pay are submitted to the Superintendent of Schools.
3. Leaves of absence with pay not chargeable against compensable leave shall be granted in connection with an appearance before a court or an administrative agency when subpoenaed in any case connected with the Bargaining Unit Member's employment or in school, except that leave pay shall not be granted in connection with any Unfair Labor Practice involving the Board and the Association.
4. When attending any function when so directed by the Board.

G. A Bargaining Unit Member returning from a leave of absence must notify the Superintendent of Schools at least one (1) month prior to the expiration date of the leave or the date of return in order to permit planning, scheduling, placement. Upon return from leaves of absence for personal illness or reasons of health, the Bargaining Unit Member shall, at his/her request, be returned to the same position held prior to leave.

H. All leaves of absence must have beginning and ending dates. There will be no exceptions.

I. Pursuant to the provisions of the Family and Medical Leave Act, eligible employees shall be granted unpaid leave for the purposes and to the extent required by law, subject to all of the terms and conditions of the law and its implementing regulations. Any paid or unpaid leave which is otherwise available under the provisions of this Agreement for the same purposes for which leave is required to be provided under the Family and Medical Leave Act, shall be used concurrently with the leave provided under the Family and Medical Leave Act and shall be credited toward fulfilling the leave entitlement of the eligible employee, to the extent permitted by the law and its implementing regulations. If an eligible employee fails to return from an unpaid leave, during which the employee received a continuation of paid benefits under the Family and Medical Leave Act, the amount paid for continuation of these benefits shall be repaid to the employer. Repayment shall be made within fifteen (15) days after a demand for payment or according to a repayment plan agreed upon between the employee and the Employer. Any amount or portion thereof, which is owed for repayment shall be deducted from any wage or other payments owing to the employee. Any remaining deficiency owing for repayment shall be collectible by initiating legal action against the employee for repayment, if not remitted within fifteen (15) days after the demand for repayment is made upon the employee.

ARTICLE 16

INCLEMENT CONDITIONS

- A. Nothing in this Agreement shall require the Board to keep school or administration offices open in the event of inclement weather, malfunction of equipment or when otherwise prevented by an Act of God. When the schools are closed to students, due to the above conditions, Bargaining Unit Members shall not be required to report for work and they shall be paid for the number of hours they would normally work on that day for the first two (2) inclement weather days.
- B. For any days school is closed for inclement weather in excess of two (2) days, Bargaining Unit Members, (Secretary, Food Service, Paraprofessionals, Bus Driver), will not be paid. The Bargaining Unit Member shall be paid for any and all days rescheduled due to inclement weather days. After two (2) inclement weather days, the Bargaining unit Member may, at his/her own discretion, use accrued personal days to be paid for the days in excess of two (2).
- C. Custodial/Maintenance/Mechanic Bargaining Unit Members may be required to report to work on inclement weather days. Said Bargaining Unit Members shall be paid their normal wage rate for all hours worked, and will receive adjusted time off (for the first two (2) inclement weather days only) equal to the time worked on days or hours that other Bargaining Unit Members are not required to work. Adjusted time off shall be scheduled mutually between the Bargaining Unit Member and the immediate supervisor.
- D. After a Bargaining Unit Member has reported for duty, if school is dismissed early due to inclement weather conditions, he/she shall be paid for four (4) hours unless he/she has worked more than four (4) hours in which case he/she shall be paid for his/her normal shift.

ARTICLE 17

HOLIDAYS AND VACATIONS

- A. 1. All Bargaining Unit Members shall be paid their normal daily wage for the following days:

Labor Day
Thanksgiving Day
Day after Thanksgiving
Christmas Eve Day
Christmas Day
New Year's Eve Day
New Years Day
Dr. Martin Luther King Day
President's Day
Good Friday
Memorial Day
Independence Day (if working)

- B. If a holiday falls on a Saturday, Bargaining Unit Members shall have Friday off. If a holiday falls on a Sunday, Bargaining Unit Members shall have Monday off. Bargaining Unit Members shall be paid their regular daily wage for these days off.

- A. Bargaining Unit Members must work the regularly scheduled workday before and after a holiday to receive holiday pay, except in cases of emergency as determined by the Superintendent.

- B. All full-time (12 month) Bargaining Unit Members will be given one (1) week vacation after they have completed one (1) year of service;

- two (2) weeks after completing two (2) years of service;
- and, three (3) weeks vacation after completing ten (10) years of service

Vacation will be scheduled by the Bargaining Unit Member's immediate supervisor with preference given according to seniority. Vacation may be carried over until August 31 of each year. As of September 1 of each year the vacation balance will be reduced to only the current year's allotment.

- C. Bargaining Unit members eligible for two (2) weeks vacation may elect one of the following two options:

1. Take two (2) weeks vacation with pay.
2. Take one (1) week vacation with pay and receive additional compensation of one (1) week regular pay plus forty (40) hours vacation pay, if agreed to by the Superintendent.

- D. Bargaining Unit Members eligible for a three (3) week vacation may elect one (1) of the following two (2) options:
1. Take three (3) weeks vacation with pay.
 2. Take two (2) weeks vacation with pay and receive additional compensation for one (1) week regular pay plus forty (40) hours vacation pay, if agreed to by the Superintendent.
- E. Vacation pay will be at the regular hourly wage rate based upon the Bargaining Unit Member's normal workweek.

ARTICLE 18

PHYSICAL AND ETHICAL STANDARDS

- A. As may be prescribed by law and/or Board Policy, all employees shall be tested for the purpose of determining that they are free of communicable tuberculosis. This testing shall be without cost to the employee provided that any such costs which are covered by the health insurance coverage provided by Article 21-A of this Agreement shall be submitted to the health insurance carrier for payment.
- B. A Bargaining Unit Member shall not in an application for a position deliberately make a false statement or fail to disclose a material fact related to competency and qualifications.
- C. A Bargaining Unit Member shall not misrepresent his/her qualifications.

ARTICLE 19

PERSONNEL FILES AND BARGAINING UNIT MEMBER COMPETENCE

- A. Upon appointment with the Superintendent of Schools, a Bargaining Unit Member shall have the right to review the contents of all records, excluding initial references, of the Board pertaining to said individual originating after initial employment, and to have an Association representative present at such review.
- B. No material originating after initial employment shall be placed in a Bargaining Unit member's personnel record or file unless he/she has had an opportunity to review said material. The Bargaining Unit Member may submit a written notation regarding any material and the same shall be attached to the material in question. If the Bargaining Unit Member believes the material placed or to be placed in his/her file is inappropriate or in error, he/she may receive adjustment, provided cause is shown. If a Bargaining Unit Member is requested to sign material to be placed in his/her file, such signature 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.

Whenever the result of a reprimand or disciplinary action for any infraction of discipline or delinquency in performance is reduced to writing by the supervisor or administrator, the findings and decisions of the supervisor or administrator shall be filed, in writing, in the member's personnel file, and a copy given thereof to the member. The BESP member shall have the opportunity to prepare a written answer to the charges which shall be attached to the file with the reprimand. The BESP member shall meet with the supervisor or administrator to develop a planned program to correct the deficiencies cited by the supervisor or administrator.

- C. Any evaluation of any Bargaining Unit Member's work performance shall be done at least annually by his/her immediate administrator and, in the case of Paraprofessionals, with input by the teacher to whom he/she is assigned for the largest part of the day. The evaluation report shall be in writing, on Appendix D, and if the Bargaining Unit Member's performance shall have been found to be unsatisfactory in any areas, shall contain specific suggestions as to how he/she can improve his/her performance in that area. Further, it shall contain a description of specific types of assistance that will be rendered by the evaluator and/or other staff personnel to aid in the improvement of the Bargaining Unit Member's work performance.

The Bargaining Unit Member's regular annual evaluation shall be conducted between October 1 and March 15. and shall be presented no later than May 30. This provision shall not be construed as otherwise limiting the Employer's right to document any Bargaining Unit Member's performance problems other than during the above interval.

- D. If requested by either party, a conference shall be held between the evaluator and the Bargaining Unit Member within ten (10) working days of the formal evaluation to discuss the evaluation report.
- E. The completed evaluation report shall be given to the Bargaining Unit Member at least two (2) days prior to the evaluation conference. The evaluation report shall be signed by both the evaluator and the person evaluated and each shall receive a copy, although the Bargaining Unit Member's signature shall only indicate his/her awareness of its contents and shall in no way be construed to denote agreement with the contents. The Bargaining Unit Member shall have the right to attach an explanation or rebuttal to the evaluation report within five (5) working days of the conference, and it shall be included in his/her personnel file.

- F. No Bargaining Unit Member who has successfully completed his/her probationary period shall be discharged or disciplined without just cause.
- G. Probationary Bargaining Unit Members who are discharged or disciplined shall have the right of recourse through the grievance procedure up to and including the Board of Education, whose decision shall be final.
- H. Disciplinary action taken against an employee may range from oral warning to discharge. The objective of the action is to correct the employee's conduct or behavior in order to promote and maintain a maximum level of acceptable behavior on the part of such employee. Such disciplinary action should lead toward acceptable behavior and create the best possible work environment for employees.
- I. Discipline of a member shall be based upon a contractual violation and shall follow this progressive order:
 - 1. Oral warning
 - 2. Written warning
 - 3. Written reprimand
 - 4. Suspension without pay
 - 5. Discharge

Only in serious cases is departure from these five (5) steps permissible.

ARTICLE 20

BARGAINING UNIT MEMBER PROTECTION

- A. Any Bargaining Unit Member who is absent because of injury inflicted by a Baldwin Community Schools' student or his/her parent or legal guardian as a result of an employment related activity, shall receive the difference between his/her weekly net income and the amount to which he/she is entitled under provisions of Worker's Compensation Laws for a period up to ten (10) weeks. Beyond the (10) weeks, such differential payments would be charged against compensable leave on a pro-rata basis at the Bargaining Unit Member's option.
- B. The Board will reimburse Bargaining Unit Members the current value of any clothing or other personal property destroyed or damaged as the result of negligence of the District or assault and/or battery upon the Bargaining Unit Member in the course of his/her employment unless such loss is covered by insurance or reimbursement is obtained from other sources. Reimbursement of amounts above five dollars (\$5.00) and up to one hundred fifty dollars (\$150.00) per occurrence will be paid.
- C. The Board will provide a designated off-street parking area exclusively for all school employees.
- D. No complaint arising from a Bargaining Unit Member's performance of duties as an employee of the Baldwin Community Schools by any parent or pupil shall become a part of the bargaining Unit Member's personnel file without such complaint first being reduced to writing and a copy furnished to the Bargaining Unit Member, being reviewed at a hearing in which the participants shall include the involved Bargaining Unit Member, an Association representative, the Bargaining Unit Member's immediate supervisor, and the Superintendent of Schools. If after such review, the complaint is to be made part of the Bargaining Unit Member's personnel file, the Bargaining Unit Member shall be given a copy of the complaint and shall have the opportunity to make comments on the file copy. A transcript of the entire hearing may be taken at the election and expense of the Bargaining Unit Member and made part of the file at the Bargaining Unit Member's election.
- E. The Board will provide lounges for the use of Bargaining Unit Members in each building.
- F. Each building shall be appropriately equipped with First Aid items necessary for the safety of students and employees.

ARTICLE 21

FRINGE BENEFITS

A. The District agrees to provide the following fringe benefits:

1. Upon submission of a written application, the District shall provide, without cost to all full-time Bargaining Unit Members, MESSA Super Care 1 health insurance protection for a full twelve month period for each Bargaining Unit Member who completes a full academic year of employment and his/her immediate family. To the extent permitted by law, MESSA Super Care 1 or Limited Medicare Supplement (formerly MESSA-Care) and Medicare, Part B, premiums shall be paid on behalf of the Bargaining Unit Member, spouse, and/or qualified dependents eligible for Medicare.
2. Each eligible Bargaining Unit Member shall choose either MESSA-PAK A or B as described below:

PLAN A/PAK A: MESSA Choices I
 Long Term Disability (Plan 1 - 70%; 60 calendar days Modified fill;
 \$5,000 maximum, social security freeze; alcohol/drug and mental/nervous-2 years.
 Delta Dental (70/70S/70: \$1,000 max, 70:\$2,500 max).
 Term Life (\$40,000 with AD&D).
 Vision (VSP-3+).

PLAN B/PAK B: \$150.00 per month for non-taxable 401(k), 403(b), MESSA or MEA Financial Services options.
 Long Term Disability (same as Plan A)
 Delta Dental (80/80S/80: \$1,000 max, 80:2,900 max).
 Term Life (\$50,000 with AD&D).
 Vision (VSP-3+).

- a. The District paid subsidy for the foregoing MESSA-PAK insurance protection shall therefore not exceed the following amounts: *

	<u>2006-2007</u>
Plan A/PAK A	\$1,275.00
Plan B/PAK B	\$ 200.00
	<u>2007-2008</u>
Plan A/PAK A	\$1402.50
Plan B/PAK B	\$ 200.00
	<u>2008-2009</u>
Plan A/PAK A	\$1542.75
Plan B/PAK B	\$ 200.00

* Employer will pay the increase on insurance for the time period between Super Care I and Choices II. Members will never pay less than \$10.00 per month under the current 20 pay system. This is retroactive to July 1, 2006.

- b. Any amounts exceeding the Employer subsidy for either Plan A or Plan B specified above shall be payroll deducted.
 - c. Every eligible Bargaining Unit Member may elect either Plan A or Plan B, but not both.
 - d. The District may consolidate this bargaining unit with other employee groups under MESSA-PAK insurance coverage for rating purposes to effect overall premium cost savings, provided that no bargaining unit employee shall be required to pay more toward his/her premium than he/she would have had to pay if this bargaining unit had not been consolidated for rating purposes.
 - e. Section 125 Cafeteria Plan adopted April 1, 1997.
3. If both spouses are employed by the District of Education, only one (1) Plan A premium will be paid by the District to maintain MESSA-PAK coverage.
4. Bargaining Unit Members who have District-provided term life insurance, as provided through either health or life insurance plans, shall have a thirty-one (31) day conversion right upon termination of employment. Any Bargaining Unit Member electing his/her right of conversion in order to maintain his/her term life insurance in force must contact the insurance carrier within thirty-one (31) days of his/her last day of employment.
5. CONDITIONS:
- a. Bargaining Unit members newly hired by the District shall be eligible for District paid insurance premiums upon acceptance by the insurance carrier(s) on the first day of the month following the month work commenced.
 - b. Bargaining Unit members newly hired by the District of Education electing insurance coverage at the beginning of their employment shall have premium amounts paid by the District of Education for that proportion of the month actually worked. The Bargaining Unit Member shall be responsible for the remaining premium amount attributable to days not worked for the District. Full District paid insurance subsidy shall commence on the first full month worked, upon acceptance of written application by the insurance carrier(s) policyholder.
 - c. Changes in family status shall be reported by the Bargaining Unit Member to the Personnel Office within thirty (30) days of the change. The Bargaining Unit Member is responsible for any overpayment of premiums made by the District on his/her behalf for failure to comply with this paragraph.
 - d. The District agrees to provide the above-mentioned insurance benefit programs within the underwriting rules and regulations as set forth by the carrier(s) in the Master Contract by the Policyholder.
 - e. To be eligible for the above coverage (or increase in coverage), Bargaining Unit Members must be able to satisfy the "at work" requirements with this Employer before benefits are effective.
 - f. Bargaining Unit members working less than a full contract year shall have benefits prorated over the remaining portion of the contract year.

- g. All Bargaining Unit Members employed prior to January 1, 1987 shall receive paid fringe benefits. Bargaining Unit Members employed on a regular part-time basis after January 1, 1987 shall be eligible for full insurance coverage with pro-rata paid premiums, based upon their regularly scheduled time of employment.

ARTICLE 22

ASSOCIATION ACTIVITIES

- A. The Association and/or its representatives shall have the right to use the school facilities at reasonable hours for meetings, provided that advance approval has been obtained from the Superintendent or his/her designee at least forty-eight (48) hours prior to the scheduled meeting. No charge shall be made for use of schoolrooms during school days from the hours of 7:00 a.m. to 10:00 p.m. Outside said hours, the District may make a charge for use of the facilities. The Board may also charge the Association for special custodial services when necessary, damages to District equipment, facilities, and other properties attributable to such use.
- 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.
- C. Bulletin boards and other established internal communications media 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 as long as such distribution does not interfere in the normal operation of the work area of his/her job performance.
- E. The Association shall have the privilege of using school facilities and equipment, including typewriters, mimeographing machines, other duplicating equipment, calculating machines and audio-visual equipment at reasonable times (as determined by the Superintendent or his/her designee). The Association shall pay for the cost of all materials, supplies, and repairs incidental to such use.
- F. Whenever the President of the Association or his/her designee is mutually scheduled, during working hours, to participate in conferences, meetings or negotiations, he/she shall suffer no loss of pay.
- G. The Board agrees to provide the Association within five (5) days, in response to written requests to the Superintendent, with such public information as is available concerning the financial resources of the District and information related to the Bargaining Unit as may be necessary to assist the Association to bargain collectively with the school with respect to wages, hours and other terms and conditions of employment. The Association agrees that it may be required to provide assistance in compilation of some of the data. Original records shall be examined only at the office where they are kept. The Association will pay the actual cost of producing the data.
- H. At the beginning of every school year, the Association shall be credited with seven (7) days to be used by Bargaining Unit members who are officers or designated representatives of the Association. The Association shall be credited with an additional five (5) days the last year of the contract. The Association agrees to notify the Board or its agents no less than forty-eight (48) hours in advance of taking such leave. No more than two (2) Bargaining Unit Members shall use this leave on the same date, unless approved by the Superintendent.

ARTICLE 23

GENERAL

- A. Nothing contained within this Agreement shall be construed to deny or restrict to any Bargaining Unit Member rights he/she may have under the Michigan General School Laws, or the applicable laws and regulations of the State of Michigan and the United States of America.
- B. In the event that any provision of this Agreement shall, at any time, be held to be contrary to law by a court of competent jurisdiction, such provision shall be void and inoperative unless and until said ruling is overturned; however, all other provisions of this Agreement shall continue in effect.

ARTICLE 24

NEGOTIATION PROCEDURES

- A. On or before April 1st before the expiration of this Agreement, the Association and the Board agree to begin to negotiate over a successor Agreement in good faith and effort to set the hours, wages, terms and conditions of employment for the members of the Bargaining Unit. Any Agreement so reached shall be set to writing, signed by the Board and the Association, and shall apply to the entire Bargaining Unit.

- B. Neither party shall have any control over the selection of negotiation representatives from within or without the school district.

ARTICLE 25

PRINTING OF AGREEMENT

Copies of this Agreement shall be printed at Board expense within thirty (30) days of its signing, and shall be presented to all Bargaining Unit Members now or hereinafter employed by the Board. In addition, the Association shall be provided with ten (10) copies for its use.

ARTICLE 26

DURATION OF AGREEMENT

This Agreement shall become effective upon ratification by the Association and the Board and shall continue in effect through June 30, 2009. If an agreement is not reached on the renewal of this Agreement prior to the expiration date, it shall expire at such expiration date unless it is extended by mutual agreement of the parties in writing.

FOR THE BALDWIN EDUCATIONAL
SUPPORT PERSONNEL ASSOCIATION

FOR THE BALDWIN COMMUNITY
SCHOOLS BOARD OF EDUCATION

Judy Parr, President

Judith A. Eversole, President

Elizabeth DeBruyne, Secretary

Kenneth A. Moore, Secretary

Date of Ratification by the Baldwin
Education Support Personnel Association

Date of Ratification by the
Board of Education

APPENDIX A

**BALDWIN COMMUNITY SCHOOLS
Baldwin, Michigan 49304**

BALDWIN EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION

HOURLY WAGE SCHEDULE 2004-2006

- A. Effective on July 1, 2006, on July 1, 2007, and on July 1, 2008 each Bargaining Unit Member will receive a \$.25 per hour increase in their hourly wage rates each year. Added to base for new employees shall be \$.25 for 2006, \$.20 for 2007 and \$.10 for 2008.

<u>CLASSIFICATION</u>	<u>2006-2007</u>	<u>2007-2008</u>	<u>2008-2009</u>
Secretary	\$7.79	\$7.99	\$8.09
Food Service	\$7.38	\$7.58	\$7.68
Paraprofessional	\$7.30	\$7.50	\$7.60
Custodial/Maintenance	\$7.87	\$8.07	\$8.17
Custodial/Maintenance Lead Person	\$8.38	\$8.58	\$8.68
Maintenance	\$8.08	\$8.28	\$8.38

APPENDIX B

LONGEVITY

During the term of this Master Agreement, the following longevity payment schedule shall be in effect:

Beginning the 4 th year through 6 th year	\$150
Beginning 7 th year through 8 th year	\$250
Beginning 9 th year through 11 th year	\$350
Beginning 12 th year and beyond	\$500

Actual years of work service from last date of hire in the Baldwin Community Schools District.

Longevity shall be paid each year on the first (1st) pay day after the Bargaining Unit Member's anniversary date.

APPENDIX C

**BALDWIN COMMUNITY SCHOOLS/
BALDWIN EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION**

GRIEVANCE REPORT FORM
(Attach Additional Sheets as Necessary)

DISTRIBUTION OF FORM:

SUBMIT GRIEVANCE REPORT TO IMMEDIATE ADMINISTRATOR IN DUPLICATE WITH COPIES AS FOLLOWS:

- | | | | |
|----|---------------------------|----|-------------|
| 1. | Superintendent of Schools | 3. | Association |
| 2. | Immediate Supervisor | 4. | Grievant |

Grievance Number _____

BUILDING	ASSIGNMENT	NAME OF GRIEVANT	DATE FILED
----------	------------	------------------	------------

BACKGROUND

A. Date Cause of Grievance Occurred: _____

B. 1. Statement of Grievance: _____

2. Contract Articles Violated: _____

3. Relief Sought: _____

Signature Date

STEP 1

A. Date Meeting Held: _____

B. Disposition of Supervisor: _____

Signature

Date

C. Position of Association: _____

Signature

Date

STEP 2

A. Date Meeting Held: _____

B. Disposition of Immediate Supervisor: _____

Signature

Date

C. Position of Association: _____

Signature

Date

STEP 3

A. Date received by the Superintendent or Designee: _____

B. Disposition of Superintendent of Designee: _____

Signature

Date

C. Position of Association: _____

Signature

Date

STEP 4

A. Date Received by Board of Education or Designee: _____

B. Disposition of Board of Education: _____

Signature

Date

C. Position of Association: _____

Signature

Date

STEP 5

A. Date Submitted to Arbitration: _____

B. Disposition and Award of Arbitrator: _____

Signature

APPENDIX D
EVALUATION FORM

EMPLOYEE: _____ DATE: _____

PRESENT POSITION HELD: _____

LENGTH OF TIME IN PRESENT POSITION: _____

LENGTH OF TIME EMPLOYED: _____

I. Job Description Areas

A. Describe the member's performance in terms of quality of job responsibilities as related to the job description.

B. Describe the member's strong point(s) in regard to performance of job description responsibilities.

C. Describe the member's weak point(s) if any in regard to performance of job description responsibilities.

D. If needed, list the program for potential improvement and the timetable including follow-up:

II. Comments (To be used by the evaluator if there is a need to make any other comments not covered by above; such as, attendance or punctuality.)

III. Considering all of the above factors, the overall performance of the employee is:

- Outstanding
- Good
- Satisfactory
- Marginal/needs improvement
- Unsatisfactory

This performance appraisal has been completed and I have reviewed this completed form with my evaluator.

Signature-Bargaining Unit Member

Date

Signature-Evaluator

Date

Next Scheduled Review_____

***SIGNATURE DOES NOT NECESSARILY INDICATE AGREEMENT OR DISAGREEMENT.**

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