

# MASTER AGREEMENT

Between

BLOOMINGDALE BOARD OF EDUCATION

and the

VAN BUREN COUNTY EDUCATION ASSOCIATION/  
BLOOMINGDALE EDUCATIONAL SUPPORT  
PERSONNEL ASSOCIATION, MEA-NEA

2006-2007

2007-2008

2008-2009

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## PREAMBLE

This Agreement is entered into, effective August 15, 2006 by and between the Board of Education, hereinafter called the Board, of the Bloomingdale Public Schools, Bloomingdale, Michigan, and the Van Buren County Education Association/Bloomingdale Educational Support Personnel Association, MEA-NEA, hereinafter called the "Association."

The parties agree to the following articles:

## ARTICLE I RECOGNITION

- A. As accorded in the provisions of Public Acts 379 as amended in 1965 in the State of Michigan, the Board hereby recognizes the Van Buren County Education Association/Bloomingdale Educational Support Personnel Association, MEA-NEA as the sole and exclusive bargaining representative for all teacher instructional para-professionals, teacher para-professionals, compensatory education para-professionals, library technician, secretaries and clerks employed by the Bloomingdale Public Schools, but excluding confidential employees (bookkeeper and secretaries to the Superintendent of Schools), substitute employees, part-time employees who work less than 10 hours per week, and all other employees, with respect to hours, wages terms and conditions of employment.
- B. All personnel represented by the Association as defined above shall, unless otherwise indicated, hereinafter be referred to as Bargaining Unit Members.
- C. The pronoun "she" shall refer to both male and female Bargaining Unit Members.

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ARTICLE II  
RIGHTS OF THE BOARD

- A. The Board, on its own behalf and on behalf of the electors of the Bloomington Area School District, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities as enumerated in the School Code, 1976 and as vested in it by the laws of the state, the Constitution of the State of Michigan and the United States. Such rights, duties and responsibilities shall include, by way of illustration and not limitation, the right to:
1. The executive management and administrative control of the school system, its facilities, property and employees.
  2. Direct the working forces, including the right to establish and or eliminate positions, to hire, evaluate, promote, suspend, discipline, discharge, or transfer employees, assign work duties, determine the size of the work force, all of which are subject to the provisions of the law and this Agreement.
  3. Determine the services, supplies and equipment necessary for operation, to determine methods and means of distributing the above, establishing standards of operation, the means, methods and processes of carrying on the work.
  4. Determine the qualifications of employees.
  5. Determine the policy affecting the selection, testing or training of the employees.
  6. Meet such responsibilities and exercise its powers and rights through its administrative staff.
- B. The exercise of the foregoing powers, rights, authorities, duties and responsibilities by the Board, the adoption of rules, regulations, policies and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms hereof are in conformance with the School Code and the Constitutions and laws of the State of Michigan and the United States.

ARTICLE III  
ASSOCIATION RIGHTS

- A. The Association and its representatives shall have the right to use certain school facilities so designated by the Superintendent for the purpose of meeting and conducting Association business, provided that advance approval has been obtained from the Superintendent or his designee at least forty-eight (48) hours prior to the scheduled meeting. Said use shall not interfere with the normal operation of the school program. The Board may charge the Association for: custodial service when necessary, damages to district equipment, facilities and other properties attributable to such use.
- B. The Board may levy the Association for any costs incurred in compliance with the Freedom of Information Act.
- C. The Board shall pay the actual cost of reproducing this Agreement and providing all employees with a copy of this Agreement. An additional ten (10) copies shall be provided the Association.
- D. The Association shall be provided with bulletin boards or sections thereof in each building for the purpose of posting Association materials.

ARTICLE IV  
AGENCY SHOP

- A. The Board agrees that it shall be a condition of employment that all secretaries, clerks, compensatory education Para-Professional, library technician, teacher instructional Para-Professional, and teacher Para-Professional who are presently Association members, and any so classified who shall hereafter become Association members shall, within sixty (60) days after the effective date of this agreement or sixty (60) days after the commencement of employment, whichever comes later, either:
    - 1. Sign and deliver to the Board an assignment authorizing deduction of membership dues of the Association and such authorization shall continue in effect from year to year unless revoked in writing between July 1 and September 1 for each given school year.
- OR
- 2. In writing authorize the Board to deduct and pay the Association a representation fee in an amount determined by the exclusive bargaining representative.

In the event the representation or membership fee shall not be paid, the Board, upon receiving a written and signed complaint from the Association indicating an employee has failed to comply with this condition, shall pursuant to MCLA 408.477; MSA 17.277 (7) and at the request of the Association, deduct the Representation Fee from the bargaining unit member's wages and remit same to the Association. This Representation Fee will be assessed pursuant to the Association's "Policy Regarding Objections to Political-Ideological Expenditures" and the Association's administrative procedures adopted pursuant to that policy. The Representation Fee shall not exceed the maximum permitted under the law.

3. The remedies set forth in the Association's Policy shall be exclusive, and unless and until such procedures, including any administrative or judicial review there, shall have been availed of and exhausted, no dispute, claim or complaint by an objecting bargaining unit member concerning the application and interpretation of this Article shall be subject to the grievance procedure set forth in this Agreement, or any other administrative or judicial procedure. The Association shall provide to all non-members copies of the Association's Policy and Procedures.
4. Due to certain requirements established in recent court decisions, the parties acknowledge that the amount of the fee charged to non-members along with other required information may not be available and transmitted to non-members until mid school year. Consequently, the parties agree that the procedures in this Article relating to the payment or non-payment of the representation fee by non-members shall be activated thirty (30) days following the Association's notification to non-members of the fee for that given school year. In such event, it is agreed that the employee remains obligated for the entire annual representation fee.

- B. The Association shall notify the Board thirty (30) days prior to any change in its dues or fees.
- C. The Board shall deduct from the pay of the Bargaining Unit Member or employee as specified above after receiving written authorization, and shall make appropriate remittances for other deductions which are jointly approved by the Board and Association.
- D. The Association agrees to indemnify and save the Board, and including each individual school board member harmless against any and all claims, demands, costs, suits, or other forms of liability including back pay and all court or administrative agency costs that may arise out of or by reason of action by the Board for the purpose of complying with this Agreement.

ARTICLE V  
EQUAL EMPLOYMENT OPPORTUNITY

The Board and the Association agree not to discriminate on the basis of race, sex, color, age or national origin. The Bargaining Unit Members shall be protected under the Michigan Public Employment Relations Act. The parties will continue to work together to assure equal employment opportunities to all.

ARTICLE VI  
PERSONNEL FILES AND EMPLOYEE COMPETENCE

- A. A Bargaining Unit Member shall have the right to review the contents of his/her personnel records. A representative may be present at such review if the Unit Member requests.
- B. Bargaining Unit Members may comment in writing about materials in his/her personnel file. Such comments may be attached to materials in the said file.
- C. In a Bargaining Unit Member's evaluation, suggestions for the Bargaining Unit Member's improvement shall be delineated. The Member and his/her immediate supervisor shall discuss such evaluations.
- D. If the Bargaining Unit Member is recommended for discharge, a hearing shall be scheduled with the Superintendent or his/her designee at the Bargaining Unit Member's request. The result of such hearing shall be binding.
- E. A Bargaining Unit Member shall be notified, in advance, in writing, of the purpose of such hearing. The Bargaining Unit Member shall be entitled to have a representative present.
- F. A Bargaining Unit Member's signature shall be interpreted to mean awareness of the material, but not necessarily mean agreement with the content of the material.
- G. No material originating after initial employment will be placed in a Bargaining Unit Member's file unless the member has an opportunity to review the material. If the material is of a negative nature, the Bargaining Unit Member may request to meet with the appropriate administrator, individually, or upon the request of either party, with a representative of the Association. Such a request shall be made within five (5) working days of receipt of the material.

ARTICLE VII  
BARGAINING UNIT MEMBER PROTECTION

- A. Any case of school related assault or accident involving a Bargaining Unit Member shall be promptly reported to the Board and/or its representatives. The Board shall provide reasonable assistance to any employee with respect to such assault or accident. Assistance shall be in the nature of calling an ambulance or physician or preparing any press releases or providing any assistance as necessary within the school environment.
- B. If a Bargaining Unit Member is free of fault, then he/she shall suffer no loss of pay for time lost in connection with court appearances involving said assault or accident. Workers Compensation will be supplemented as per Article XIII, C.
- C. Bargaining Unit Members shall be notified whenever a complaint by a parent or student is placed in the Members' personnel file.
- D. No non-probationary Bargaining Unit Member shall be discharged or disciplined without just cause.

ARTICLE VIII  
SENIORITY

- A. Employees shall be on probation for the first sixty (60) work days of their employment. Thirty (30) days of probation shall be during the school year.
- B. Probationary employees 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. Seniority Tie-Breaking – If two (2) or more employees begin work with the District and/or in a classification on the same day, the seniority ties shall be broken by having a drawing. The Administration and Association shall conduct the drawing. All affected employees shall be notified of the drawing and be given the opportunity to be present. If they cannot be present, they may send a representative. This section will not supersede Article X, Section B.



- D. 1. All employees shall hold dual seniority. The first, as of March 29, 1983 and thereafter, district seniority, shall reflect his/her service with the district from his/her date of hire as a regular employee regularly working more than ten (10) or more hours per week excluding substitute work. The second, classification seniority, shall reflect his/her cumulative service with the district within the following classifications:
- a. Secretaries
  - b. Clerks and Library Technicians
  - c. Instructional Para-Professionals including Title I/Compensatory Education, Instructional, LRE, Special Education and LEP
  - d. Para-Professional Teacher, Pre-School Paraprofessional, SAL, In-house, Playground, Locker Room/Office
2. In no case shall an employee's classification seniority commence prior to September 1, 1977.
3. Seniority will continue to accrue up to a one (1) year limit when a bargaining unit member is on leave, layoff or is working in a position less than ten (10) hours per week.

E. A Bargaining Unit Member shall lose seniority for reasons among those as follows:

- 1. He/she quits;
- 2. He/she is discharged;
- 3. He/she is absent for five (5) consecutive days without notifying the Employer. After such absence, the Employer may send written notification to the employee at his/her last-known address that he/she has lost his/her seniority and his/her employment has been terminated. The Superintendent may make exceptions to this section.
- 4. He/she does not return to work when recalled from layoff as set forth in the recall procedure.
- 5. Return from sick leave and leaves of absence shall be treated the same as number three (3) above.

ARTICLE IX  
HOURS OF WORK

- A. The normal work hours for full-time Bargaining Unit Members shall consist of at least six (6) hours per day, five (5) days per week during the scheduled work year.
- B. Full-time Bargaining Unit Members shall receive two (2) fifteen (15) minute rest breaks per day. Part-time members shall receive one (1) fifteen (15) minute rest period if scheduled to work three (3) hours per day.
- C. Full-time Bargaining Unit Members shall receive a half-hour paid lunch period which shall be duty-free except when an administrator determines a case of emergency. For the purpose of this provision, emergency shall be defined as an unforeseen circumstance or a combination of circumstances which is not expected to be of a recurring nature.
- D. Bargaining Unit Members called in by the Board to work, shall receive no less than two (2) hours of pay.
- E. The following conditions shall apply to all overtime work:
  - 1. Time and one-half will be paid for all hours worked over 8 hours in one day or 40 hours in one week and for all hours worked on Saturday.
  - 2. Receive an additional one (1) hour of extra pay for each hour worked on a Sunday or a listed holiday, or holiday pay equal to wages earned on a normal workday.
- F. Assignment of Work to Para-Professionals – Assignment of work to para-professionals during the time when students are released early due to inservice, parent/teacher conferences and other scheduled activities.
  - 1. Building principals and other authorized administrators may assign para-professionals work during these times. It is understood that the administration has the authority to determine if the para-professionals are going to work during these times.
  - 2. The para-professionals, who normally would be doing the work during their regular assignment, will be assigned this work during these times.
  - 3. If additional work is assigned, that is normally NOT performed by the para-professionals as part of their regular assignments, the work will be assigned to the para-professionals who are

available on a seniority basis with the most senior para-professional offered the additional work first.

4. A reasonable effort will be made to notify the para-professionals at least three (3) work days before the work will be performed. Para-professionals will not be required to work if they are not given a three (3) day notice.

## ARTICLE X STAFF REDUCTION

Any reduction in personnel shall be completed as follows:

- A. Probationary employees within the classification(s) to be reduced, shall be laid off first, providing a non-probationary employee is qualified and capable of filling the position, if the position is to be maintained.
- B. If a further reduction is instituted, the employees will be laid off on the basis of classification seniority. In the event two or more employees have identical classification seniority, the employee(s) with the most district seniority shall be considered senior. A Bargaining Unit Member may claim seniority over another member for the purpose of displacing that member, providing he/she has greater classification seniority than the member he/she seeks to replace. A Bargaining Unit Member may claim seniority over the least senior member in his/her classification within his/her building site or in the district, provided the job being claimed is of "like hours" (within a one-hour margin). Bloomingdale HS, Bloomingdale MS, Bloomingdale Elementary, and Pullman will each be considered separate sites. LRE, Sp. Ed. Para-Pros, Title I/Comp. Ed. Para-Pros, Instructional Para-Pros and ESL Para-Pros will be able to "bump" into the other Para-Professional classification. Secretaries, Clerks and Library Technicians may not "bump" into other classifications, nor may members in other classifications "bump" into their classification.

A Bargaining Unit Member will retain his/her seniority in each classification he/she works in when he/she transfers out of a classification. A bargaining unit member may "bump" back into a classification he/she has seniority in based on the amount of seniority he/she has in that classification only if the opportunity to "bump" within their existing classification is not available.

Upon mutual agreement between the Board and Association, a voluntary layoff may be offered to the most senior member who is facing a position elimination due to staff reductions. The effected member has freedom to accept or reject the offer. The conditions of this voluntary layoff will be as follows:

1. The member will remain on the recall list until recalled or reassigned. Employees on voluntary layoff shall be eligible for recall for two (2) full years from the date of layoff.
  2. The member does not have to accept a recall to a position outside the building he/she was laid off from.
  3. The member does not have to accept a recall to a position other than that from which he/she was laid off from.
  4. The member will be eligible to receive their full unemployment benefit during the duration of the voluntary layoff.
- C. When the work force is increased after layoff, the most senior employees within the classifications being increased will be recalled first to positions within the classifications, except where the senior employee lacks the necessary qualifications to perform the duties of the open position.
- D. Employees shall be eligible for recall for one (1) full year from the date of layoff. Notification of recall shall be sent to the employee at his/her last official address (as reflected by the employer's records) by registered or certified mail. It is the employee's responsibility to notify the Superintendent of any change of address.
- E. If an employee fails to report for work within five (5) calendar days of receipt of notice of recall or fails to notify the employer of his/her intent to return on the date specified in the notice (within the above mentioned five (5) days), he/she shall be considered a quit. The employee shall notify the Superintendent in writing of any decision not to return.
- F. Normally, the employer shall retain substitutes from those persons currently on layoff who have indicated, in writing, their interest and availability in being so retained. Such persons shall be contacted in the same order as provided for in Section C. of this Article. Such persons who, having been contacted, fail to make themselves available for other than reasonable circumstances may be removed from the list of such persons to be contacted. Persons so indicating their interest and availability shall do so prior to each semester.

ARTICLE XI  
VACANCIES AND PROMOTIONS

- A. A vacancy shall be defined for the purposes of this agreement as a newly created position within the bargaining unit or a present position, not being deleted, that is unfilled with the bargaining unit.
- B. No vacancy shall be filled until it has been posted for at least five (5) working days.
- C. The Superintendent or his/her designee shall notify the Association of a vacancy and post notice of the vacancy on bulletin boards in all offices within two (2) weeks after the position becomes vacant. Notice of summer vacancies will be sent to the Association President. Vacancies shall be filled on the basis of the applicants experience, competency, and qualifications. Due consideration will be given to length of service in the district and other relevant factors. Internal qualified applicants will be given an interview. If denied the position, they will be given the opportunity to meet and discuss the skill/ability needs that are lacking. The Superintendent or his/her designate shall review all known applicants and make his/her decision accordingly.
- D. All positions which represent a promotion in status shall be announced. Bargaining Unit Members who are considered for promotion must be willing to accept an assignment anywhere within the school system.
- E. Bargaining Unit Members may request a transfer in writing through the building principal to the Superintendent. A response in writing to this request shall be sent to the Bargaining Unit Member.
- F. The parties agree that involuntary transfers of Bargaining Unit Members are to be avoided unless such change is necessary to maintain an effective educational program.

ARTICLE XII  
TEMPORARY POSITIONS

- A. Temporary positions may be created by the Board when a current position is temporarily vacated for six (6) weeks or more or when a position is created knowing that the position will not exist the following school year.
- B. The temporary positions will be posted as temporary positions and will be considered temporary positions.
- C. If current employee(s) fill one or both of these positions, the employee(s) will have a right to bump back into their previous position should one or both of the positions be eliminated anytime between now and the beginning of the next school year or in the event the temporary position continues to exist at the beginning of the following school year.
- D. If the position still exists at the beginning of the following school year, they will no longer be considered temporary and the position will be posted. If the temporary position becomes a permanent position during the year, it will be posted.
- E. New employees filling either the temporary position(s) or the position(s) vacated by current employees who fill the temporary position(s) will be considered part of the BESPA's bargaining unit. However, their employment with the District will be terminated if the temporary position(s) are eliminated or if the temporary position(s) are eliminated and the employee bumps back into their previous position.
- F. The new employee(s) hired to fill the temporary position(s) or the temporary position(s) created when an existing employee transfers to the temporary position is terminated; he/she will have no recall rights and will have accrued no seniority rights. If the temporary position(s) becomes permanent during the school year or at the beginning of the following school year, the position will be posted and treated as a vacant position.

ARTICLE XIII  
GRIEVANCE PROCEDURE

A. Definition:

A claim by a Bargaining Unit Member that there has been a violation of the expressed written terms of this Agreement may be processed as a grievance.

B. Levels:

1. Level I

In the event a Bargaining Unit Member believes there is an alleged violation of the expressed written terms of this Agreement, he/she may express the concern to the immediate supervisor within four (4) working days of the alleged violation(s) occurrence in an attempt to resolve same.

2. Level II

If no resolution is obtained within five (5) working days after oral discussion with the immediate supervisor, the grievant may reduce the grievance to writing and deliver it to the Principal within five (5) working days after the oral discussion in Level I. If the employee does not receive an answer within five (5) working days thereafter, or if the written answer is unacceptable, the employee shall, within ten (10) working days of the date on which the written grievance was submitted to the Principal, file the grievance at Level III.

A copy of the written grievance and the Principal's written decision shall be forwarded to the Superintendent of Schools for permanent filing.

3. Level III

If the grievance is advanced to Level III, it shall be delivered within the time limitations specified above to the Superintendent or his/her designated agent with the endorsement thereon of the approval or disapproval of the Association. Within five (5) working days of receipt of the grievance, the Superintendent or his/her designated agent shall arrange a meeting with the grievant and/or the designated M.E.S.P.A. representative at the option of the grievant, to discuss the grievance. Within five (5) working days of the Discussion, the Superintendent or his/her designated agent shall render his/her decision in writing, transmitting a copy of same to the grievant, the M.E.S.P.A. secretary and the Principal, and place a copy of same in a permanent file in his office.

If no decision is rendered within five (5) working days of the discussion or the decision is unsatisfactory to the grievant and the Association, the grievant may appeal same to the Board's Grievance Committee by filing the written grievance along with the decision of the Superintendent with the officer of the Board.

4. Level IV

The Board of Education shall allow the employee or the Association representative an opportunity for a hearing before the Board's Grievance Committee within ten working days of receipt of the grievance. Within one (1) month from the hearing of the grievance, the Board shall render its decision in writing. The Board of Education may hold future hearings therein, may designate one (1) or more of its members to hold future hearings therein, or otherwise investigate the grievance, provided, however, that in no event except with express written consent of the Association shall final determination of the grievance be made by the Board of Education more than one (1) month after the initial hearing.

A copy of the written decision of the Board of Education shall be forwarded to the Superintendent for permanent filing, the Principal, the grievant, and the secretary of the Association.

5. Level V

Individual employees shall not have the right to process a grievance at Level V.

- a. If the Association is not satisfied with the disposition of the grievance at Level Four, it may, within ten (10) days after the decision of the Board, refer the matter for arbitration to the American Arbitration Association, in writing, and request the appointment of an arbitrator to hear the grievance. If the parties cannot agree upon an arbitrator, he shall be selected in accordance with the rules of the American Arbitration Association, except each party shall have the right to peremptorily strike not more than three from the list of arbitrators.
- b. Each party shall submit to the other party not less than three (3) days prior to the hearing, a pre-hearing statement alleging facts, grounds and defenses which will be proven at the hearing, and hold a conference at that time in an attempt to settle the grievance. Neither party may raise a new defense or ground at Level Five not previously raised or disclosed at other written levels (including the pre-hearing statement and conference).
- c. The decision of the arbitrator shall be final and conclusive and binding upon employees, the Board and the Association. Subject to the right of the Board or the Association to judicial review, any lawful decision of the arbitrator shall be forthwith placed into effect.



- d. Powers of the arbitrator are subject to the following limitations:
- (1) He/she shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this agreement.
  - (2) He/she shall have no power to establish salary scales.
  - (3) He/she shall have no power to change any practice, policy, or rule of the Board nor substitute his/her judgment for that of the Board as to the reasonableness of any such practice, policy, rule or any action taken by the Board.
  - (4) He/she shall have no power to interpret state or federal law.
  - (5) He/she shall not hear any grievance previously barred from the scope of the Grievance Procedure as stated in Level Two of this article.
  - (6) If either party disputes the arbitrability of any grievance under the terms of this agreement, the arbitrator shall have no jurisdiction to act until the matter has been determined by a court of competent jurisdiction. In the event that a case is appealed to the arbitrator on which he/she has no power to rule, it shall be referred back to the parties without decision on recommendation on its merits.
  - (7) More than one (1) grievance may not be considered by the arbitrator at the same time, except upon expressed written mutual consent, and then only if they are of similar nature.
  - (8) Where no wage loss has been caused by the action of the Board complained of, the Board shall be under no obligation to make monetary adjustments, and the arbitrator shall have no power to order one.
  - (9) Arbitration awards or grievance settlements will not be made retroactive beyond the date of the occurrence or non-occurrence of the event upon which the grievance is based. In no event, however, shall the settlement be earlier than thirty (30) days prior to the date on which the grievance is filed.

- C. The Association shall designate one (1) representative to handle grievances when requested by the grievant. The District hereby designates the Principal to act as its representative at Level Two as herein described, and the Superintendent or his/her designated representative to act at Level Three as herein described.
- D. The term "days" as used herein shall mean working days, Monday through Friday, excluding holidays and Summer Break days.
- E. 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 this contract alleged to have been violated,
  5. It shall contain the date of the alleged violation,
  6. It shall specify the relief requested.
- F. Should an employee fail to institute a grievance within the time limits specified, the grievance will not be processed. Should an employee fail to appeal a decision within the limits specified, or leave the employ of the District (except a claim involving a remedy directly benefiting the grievant regardless of his/her employment), all further proceedings on a previously instituted grievance shall be barred unless by mutual consent the parties agree to extend the time limits. In the event management does not answer within the specified time limit, the grievance shall automatically proceed to the next step. Management will endeavor to answer Association complaints at each appropriate level of the grievance procedure.
- G. All preparation, filing, presentation or consideration of grievances shall occur outside regularly scheduled work hours unless requested by the Board.
- H. The following matters shall not be subject to the Grievance Procedure:
1. Failure to re-employ a probationary employee,
  2. Any matter for which a remedial procedure is established pursuant to State or Federal statutes; e.g. the Civil Rights Commission, the Worker's Compensation Board.
- I. The Association shall have no right to initiate a grievance involving the right of an employee or group of employees without his/her or their express approval in writing thereon.
- J. Notwithstanding the expiration of this Agreement, any claim or grievance arising thereunder may be processed through the Grievance Procedure until resolution.

ARTICLE XIV  
SICK LEAVE AND BUSINESS LEAVE

- A. All employees covered by this Agreement shall receive a minimum of ten (10) sick days per year, at the rate of one (1) day per month.
  - 1. Upon the exhaustion of any accumulated sick leave, the employee may borrow up to five (5) additional sick days. As a condition for using borrowed sick days, the employee must authorize, in writing, the deduction by the employer from his/her final check, of an amount equal to that amount paid the employee for any borrowed but not yet accumulated sick leave.
  
- B. An employee who is unable to work because of personal illness, and who has exhausted all sick leave available, shall be granted an unpaid leave equal to the weeks worked in the school year.
  - 1. On the termination of the above leave, the employee shall be returned to the job which he/she held prior to such leave, or if the position has been eliminated, to a position of equal status for which they have seniority.
  
- C. Any employee who is absent from duty because of an injury or illness compensable under the Michigan Workers' Compensation Act shall receive from the District the difference between the allowance under the Workers' Compensation Law and his regular salary until his/her accumulated sick leave is exhausted. The employee will only be charged for sick days on a prorated basis.
  
- D. Paid sick leave is provided to employees to alleviate financial stress while the employee suffers from illness which is beyond his control. The Board may withhold payment whenever they have evidence of abuse in sick leave.
  
- E. Each year, Bargaining Unit Members shall be allowed up to two (2) days for personal business leave. These days shall be used to transact business, or to attend to affairs which cannot be conducted outside the regular school day, or on the weekend or during vacation and summer months. These days may also be used for "inclement weather" days that do not count toward the state required instructional days.

Personal business requests shall be made in writing at least two (2) school days in advance, except in case of emergencies. Personal business leave shall not be granted for vacation or recreational activities, hunting, fishing or moonlighting.

Unused personal business days shall be added to accumulated sick leave at the end of each year.

ARTICLE XV  
FUNERAL LEAVE

- A. Bargaining Unit Member may take a maximum of three (3) days leave for a family member's death. The first day shall be a paid leave day. The second and third days shall be deducted from sick leave. This shall not be cumulative.

ARTICLE XVI  
UNPAID LEAVE POLICY

- A. The Board, upon written request from a Bargaining Unit Member may grant an unpaid leave of absence for a period not to exceed one (1) year.
- B. Types of unpaid leaves include:
1. Extended illness of a Bargaining Unit Member or member of the employee's immediate family.
  2. Military "duration of duty"
  3. Educational
  4. Government and/or professional service
  5. Maternity
- C. Upon return from an unpaid leave, a Bargaining Unit Member shall be returned to the same position or to one of like classification, if possible.

Bargaining Unit Members returning from leave shall be expected to remain in the Board's employment for at least one (1) consecutive year.

ARTICLE XVII  
JURY DUTY

- A. Bargaining Unit Member who is called for jury duty shall be compensated only for any loss between his/her regular salary and the stipend paid for jury duty. Compensation shall be as follows: Jury duty checks shall be turned into the business office and employees shall be paid their regular salary. Mileage paid to employees for jury duty shall be reimbursed by the District if included in the jury duty check that is turned into the business office.

ARTICLE XVIII  
TERMINAL PAY

Bargaining Unit Members who have worked for Bloomingdale Public Schools for ten (10) years shall receive terminal pay at the rate of fifteen dollars (\$15.00) per day for each day of their accumulated sick leave.

ARTICLE XIX  
HOLIDAYS, VACATIONS AND FRIDAY BEFORE LABOR DAY

A. All full-time employees shall be paid for the following holidays:

1. Labor Day (for personnel who have been called to work before Labor Day)
2. Thanksgiving Day
3. The day after Thanksgiving
4. Christmas
5. New Years Day
6. Good Friday
7. Memorial Day

\* Payment for holidays shall be made only when they occur on a normal workday, with the exception of Christmas and New Years Day. Christmas and New Years Day shall be paid holidays regardless as to what day of the week it falls on.

\* The Board retains the option of holding school on Good Friday with members working their regular hours and receiving their regular rate of pay. If school were held on Good Friday, full-time employees would receive a paid holiday at the end of their work year.

B. VACATIONS

1. 1 year - 1 week
- 4 years - 2 weeks
- 9 years - 3 weeks

Prorated for part-time employees.

2. Bargaining unit members who work one-half ( $\frac{1}{2}$ ) or more of a school year will be granted one (1) year of credit for determining vacation time. Bargaining unit members who work less than one-half ( $\frac{1}{2}$ ) of a school year shall receive no credit for years in determining vacation time.

3. Employees will be paid for their unused vacation days at the end of their work year.

- C. Friday Before Labor Day -- If Teachers work on the Friday before Labor Day, employees will be scheduled to work and be paid their regular rate of pay.

ARTICLE XX  
INCLEMENT WEATHER

- A. Nothing in this Agreement shall require the Board to keep the Bloomingdale Public Schools open in the event of inclement weather, or when otherwise prevented by an Act of God, as determined by the Superintendent of Schools.
- B. On days when schools are closed because of inclement weather or other Act of God which can be counted as days of pupil instruction for purposes of state aid, bargaining unit members need not report and shall receive their regular rate of pay. If the days cannot be counted as days of pupil instruction for purposes of state aid, employees need not report and may use their business leave days. If they do not use business leave days, they shall receive no pay. Employees will receive their regular rate of pay on days which are rescheduled in order to meet the minimum number of student instruction necessary to receive state aid. Any employees called in to work or asked to remain at work on an inclement weather or Act of God day, shall receive time and one-half for all hours worked during the emergency period.

ARTICLE XXI  
MILEAGE PAYMENT

Whenever the Board requests Bargaining Unit Members to provide transportation for the school, members shall be compensated at the current IRS rate per mile. Bargaining Unit Members shall submit mileage statements to their immediate supervisor no later than two (2) weeks of said required travel, or shall be ineligible for compensation.

ARTICLE XXII  
CONTINUITY OF OPERATIONS

The Association and District recognize that strikes and other forms of work stoppages by employees are contrary to law and public policy. The Association and District 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 employee take part in any strike, slowdown or stoppage of work, boycott, picketing or other interruption to the detriment of the children or the educational process and normal District operations in the Bloomingdale Public Schools. Failure or refusal on the part of any employee to comply with the provisions of this Article shall be cause for whatever disciplinary action is deemed necessary by the District.

ARTICLE XXIII  
NEGOTIATION PROCEDURE

If either party desires to modify this Agreement, then notice shall be given in writing to the other party within sixty (60) days prior to the expiration date of this Agreement.

ARTICLE XXIV  
GENERAL

- A. In the event that any provision of this Agreement shall, at any time be held to be contrary to law, such provision shall be null and void. However, all other provisions of this Agreement shall continue in full force and effect.

ARTICLE XXV  
ENTIRE AGREEMENT

This Agreement constitutes the sole and entire existing Agreement between the parties and supersedes all prior practices, whether oral or written, and expresses all obligations of and restrictions imposed upon the District and the Association.

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. The understandings and agreement arrived at by the parties after the exercise of that right are set forth in the Agreement.

Therefore, the District and the Association for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively any further about any subject, whether referred to in this Agreement or not. The parties agree to waive this right even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated and signed this Agreement.

ARTICLE XXVI  
COMPENSATION

A. The Board shall pay the following hourly rates:

TEACHER PARA-PROFESSIONAL

2006-2007	2007-2008	2008-2009
\$9.43	\$9.67	\$9.86
\$9.86	\$10.11	\$10.31
\$10.22	\$10.47	\$10.68
\$10.43	\$10.70	\$10.91

TEACHER INSTRUCTIONAL  
PARAPROFESSIONAL/CLERK

2006-2007	2007-2008	2008-2009
\$10.22	\$10.47	\$10.68
\$10.43	\$10.70	\$10.91
\$11.32	\$11.60	\$11.83
\$12.34	\$12.65	\$12.90

\* Must be qualified and be regularly scheduled (by semester) to spend a minimum of 80% of their hours in student classroom contact time.

Beginning with the fifteenth (15th) year of employment through the nineteenth (19th) year of employment, employees will receive an additional twenty-five cents (\$.25) per hour, effective on their anniversary date; beginning with the twentieth (20th) year of employment and each year thereafter, employees will receive an additional ten cents (\$.10) per hour, for a total of thirty-five cents (\$.35) additional per hour, effective on their anniversary date.

Beginning with the fifteenth (15th) year of employment through the nineteenth (19th) year of employment, employees will receive an additional twenty-five cents (\$.25) per hour, effective on their anniversary date; beginning with the twentieth (20th) year of employment and each year thereafter, employees will receive an additional ten cents (\$.10) per hour, for a total of thirty-five cents (\$.35) additional per hour, effective on their anniversary date.

LIBRARY TECHNICIAN

2006-2007	2007-2008	2008-2009
\$11.04	\$11.32	\$11.54
\$11.24	\$11.53	\$11.76
\$12.15	\$12.45	\$12.70
\$13.15	\$13.48	\$13.75



Beginning with the fifteenth (15th) year of employment through the nineteenth (19th) year of employment, employees will receive an additional twenty-five cents (\$.25) per hour, effective on their anniversary date; beginning with the twentieth (20th) year of employment and each year thereafter, employees will receive an additional ten cents (\$.10) per hour, for a total of thirty-five cents (\$.35) additional per hour, effective on their anniversary date.

SECRETARIES\*\*

2006-2007	2007-2008	2008-2009
\$11.32	\$11.60	\$11.83
\$12.15	\$12.45	\$12.70
\$13.09	\$13.42	\$13.68
\$13.66	\$14.00	\$14.28

\*\* High School, Bloomingdale Elementary, and Pullman Elementary principals' secretaries will be paid an additional ten cents (\$.10) per hour. Effective August 15, 2000 the Grand Junction's clerk position will be changed to a secretarial position.

Beginning with the fifteenth (15th) year of employment through the nineteenth (19th) year of employment, employees will receive an additional twenty-five cents (\$.25) per hour, effective on their anniversary date; beginning with the twentieth (20th) year of employment and each year thereafter, employees will receive an additional ten cents (\$.10) per hour, for a total of thirty-five cents (\$.35) additional per hour, effective on their anniversary date.

- B. Wage rates are effective on the first date an employee begins working in the District's fiscal year.
- C. TUTORING - \$15.50 per hour.
- D. Bargaining Unit Members will be granted credit for one (1) step on the wage scale on their annual anniversary date of hire as per past practice. The employee's anniversary date of hire shall be the date the Board of Education authorized employment or the date the employee started working in the bargaining unit, whichever date is later.
- E. If possible and practical, Bargaining Unit Members may have the option of direct depositing their checks into a financial institution of their choice.

Add one (1) hour per day for sub calling, not to be considered overtime.

Definition of Compensatory Education Aide -- must be qualified and have a minimum of 80% of their hours to be student contact time in the Compensatory Education Program.

Definition of Clerk -- must be qualified and possess the ability to move into a Compensatory Education Aide position. Clerks are primarily engaged in typing, operating machines, attendance records, handling mail, money, requisitions, ordering supplies, and filing.

Definition of Teacher Instruction Aide -- must be qualified and be regularly scheduled (by semester) to spend a minimum of 80% of their hours in student classroom contact time.

ARTICLE XXVII  
INSURANCE, OPTIONS, TDA & TDP DEDUCTIONS

- A. All full-time employees who were hired prior to December 13, 1984, shall be eligible to receive MESSA Choices II Insurance. Employees who enroll in MESSA Choices II will pay the following monthly amounts toward the premium cost of their Choices II Health Insurance through a Section 125 Premium Contribution Plan provided by the employer, which permits a member's contributions toward premiums to be paid with pretax dollars through a Salary Reduction Agreement and payroll deduction.

Single subscriber = \$40.00 per month

Two person = \$80.00 per month

The Board will pay the remainder of the amount for full time employees (those who work 30 hours or more per week).

Employees who do not take health insurance will receive a cash option equal to the current Choices II single subscriber rate.

- B. Full-time employees who were hired on, or after, December 13, 1984, will be entitled to receive the following amounts from the Board to be paid towards MESSA Choices II:

Effective July 1, 2006 -- \$340.00 per month

Effective July 1, 2007 -- \$355.00 per month

Effective July 1, 2008 -- \$370.00 per month

- C. In order for employees to be eligible for health insurance as provided herein, said employees shall not be eligible for health insurance through their spouse.

D. Cash In Lieu Of Health Insurance - Employees hired on or after December 13, 1984, who do not take health insurance are entitled to the following amount paid by the Board:

Effective July 1, 2006 --	\$340.00 per month
Effective July 1, 2007 --	\$355.00 per month
Effective July 1, 2008 --	\$370.00 per month

- E. Part-time employees who work fifteen (15) or more hours per week shall receive Board payment for health insurance and options on a pro-rated basis.
- F. Employees who are not eligible to receive the Boards' subsidy, may enroll in the insurance program, provided the employee pays for the insurance through payroll deduction. The employee may use his/her option money toward the health insurance if he/she is eligible for the options money.
- G. Employees who are eligible for cash in lieu of health insurance will apply sufficient option money toward a MESSA Delta Dental Plan (80-80-80) and a MESSA VSP-3 Vision Plan to pay the premium. The entire options group must take the same plan and have the coverage unless they sign a waiver indicating they are covered by their spouse. It is understood that the Board will not have to pay any additional money for the dental or vision coverage and is held harmless and not liable for any member falsely reporting spousal coverage.
- H. All claims submitted are subject to the terms set forth by the various insurance administrators and underwriters. As such any claims disputes are, therefore, not subject to the grievance procedure.
- I. MESSA Options, MPSERS Tax Deferred Plan (TDP) and MEA-FS Tax Deferred Annuities (TDA) – Employees may have payroll deductions made for MESSA options, MPSERS Tax Deferred Plan (TDP) and MEA-FS Tax Deferred Annuities (TDA) upon completion of the appropriate forms.

Eligible employees as set forth herein are responsible for the completion of all necessary enrollment forms and for fulfilling any requirements established by the insurance administrators or underwriters. The Employer shall provide employees all necessary forms and an appropriate amount of time to complete the forms during the open enrollment period. New employees hired after the open enrollment period will be provided all necessary forms and an appropriate amount of time to complete the forms.

The Board by payment of the premium payments required to provide the insurance coverage shall be relieved from all liability with respect to the benefits provided by the insurance coverage described. The terms of any contract or policy issued by an insurance company herein shall be controlling as to all matters including but not limited to benefits, eligibility, commencement and termination of coverage.

DURATION OF AGREEMENT

This agreement shall be effective August 15, 2006 and shall continue in full force and effective through August 15, 2009. This agreement shall expire at such expiration date unless it is extended by mutual agreement of the parties.

For the Association:

For the Bloomingdale Board of Education:

Stacy Brown  
President Date

By Gov. Fitzon 9-25-06  
Date

Joni M. Rankin 9/19/06  
Chairperson, Negotiating Team Date

By TH Bodtke 9-25-06  
Date

Barbara J. Cameron 9/19/06  
VBCEA Representative Date

By Randy Sauer 9-25-06  
Date