

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE BOARD OF EDUCATION, BANGOR  
TOWNSHIP SCHOOLS

AND

UNITED STEELWORKERS, AFL-CIO-CLC  
LOCAL 15157- 19

EFFECTIVE JULY 1, 2005 – JUNE 30, 2009

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## AGREEMENT

### PREAMBLE

THIS AGREEMENT is entered into between the Board of Education, Bangor Township, Bay City, Michigan, (Board) and the United Steelworkers, AFL-CIO-CLC, on behalf of Local Union 15157-19 (Union).

### ARTICLE I – RECOGNITION

Section 1 Under the provisions of Michigan's Public Act No. 379 of 1965, (PERA), as amended, the Board recognizes the Union as the exclusive collective bargaining representative for the employees in the defined bargaining unit for the purposes of bargaining wages, hours of employment, and other working conditions.

Section 2 The bargaining unit shall consist of the following positions: all regular full- and part-time Principals and Assistant Principals and excluding all other full and part-time employees, contractors, and consultants.

Section 3 The term "administrator," in this Agreement shall refer to all members of the bargaining unit represented by the Union.

Section 4 The Board and the Union shall apply the provisions of this Agreement to all administrators without regard to race, gender, age, religion, national origin, disability, height, weight, marital status, veteran status, union membership, or any other statutorily protected classification.

### ARTICLE II – UNION MEMBERSHIP

Any employee who is a member of the Union in good standing on the effective date of this Agreement shall as a condition of employment maintain membership in the Union to the extent of paying the periodic membership dues uniformly required of all Union members.

Any employee who on the effective date of this Agreement is not a member of the Union and any employee thereafter hired shall as a condition of employment, starting thirty (30) days after the effective date of the Agreement or after the completion of their initial probation period, whichever is the later, acquire and maintain membership in the Union to the extent of paying the initiation fee and the equivalent of the periodic membership dues uniformly required of all Union members.

- A. In the event an employee does not wish to become a member of the Union or sign a dues checkoff card, they may refuse without being in violation of this Section and provided that on the thirtieth (30th) day after the signing of this Agreement or after the completion of the initial probation period, whichever is later, the employee signs a service fee checkoff authorization fee equal to the monthly Union dues on a form furnished by the Union.

- B. In the event an employee refuses to comply with this Section, they shall be subject to immediate discharge.
- C. The Union shall indemnify, defend and hold harmless the school district, its Board members, officers, employees, agents, successor and assigns and representatives against any claims, demands, suits or other forms of liability (monetary or otherwise) and for all legal costs including, but not limited to, attorneys fees, costs and all damages that shall arise out of, or by reason of action taken, or not taken, by the school in complying with the provisions of this Article. If the school takes an improper deduction, the Union shall refund directly to the employee the amount improperly deducted.

### ARTICLE III – DUES DEDUCTION

Section 1 The Board will deduct the Union dues or service fee(s) as applicable that will include monthly dues, initiation fees and lawful assessments in amounts designated by the Union, of those employees who authorize it to do so through a personally signed authorization. The individual may cancel the authorization at any time through a personally signed notice given to the Board and the Union at least ten (10) days before the authorization becomes void. The Board shall deduct the dues equally from each pay, or as close to equal as reasonably possible, and forward the money after the last deduction for the month to the International Secretary-Treasurer of the United Steel Workers at the address provided by the International Union. The Board will also forward to the International Secretary-Treasurer at the same time a list of the employees for whom the Board made the deductions. The Board will also send a copy to the local Union's financial secretary.

Section 2 Under federal law, employees cannot be required to join a Union or maintain membership in a Union in order to retain their jobs. Under certain conditions, the law permits a Union and an employer to enter into a Union-Security Agreement requiring employees to pay uniform periodic dues and initiation fees. However, employees who are not Union members can object to the use of their payments for certain purposes and can only be required to pay their share of Union costs relating to collective bargaining, contract administration, and grievance adjustment.

Section 3 If an employee does not want to pay that portion of dues or fees used to support activities not related to collective bargaining, contract administration, or grievance adjustment, he/she is entitled to an appropriate reduction in their payment. If the employee believes that he/she has been required to pay dues or fees used in part to support activities not related to collective bargaining, contract administration, or grievance adjustment, the employee may be entitled to a refund and to an appropriate reduction in future payments.

Section 4 The Union shall indemnify, defend and hold harmless the school district, its Board members, officers, employees, agents, successor and assigns and representatives against any claims, demands, suits or other forms of liability (monetary or otherwise) and for all legal

costs including, but not limited to, attorneys fees, costs and all damages that shall arise out of, or by reason of action taken, or not taken, by the school in complying with the provisions of this Article. If the school takes an improper deduction, the Union shall refund directly to the employee the amount improperly deducted.

#### ARTICLE IV – MANAGEMENT’S RIGHTS

The Board, on its own behalf, retains and reserves to itself without limitation, all rights which ordinarily vest and are exercised by Boards, including, but without limitation, the following:

1. To manage its affairs efficiently and economically, including the determination of quantity and quality of services to be rendered, the control of materials, tools and equipment to be used, and the discontinuance of any services, material or methods of operation;
2. To introduce new equipment, methods, processes, change or eliminate existing equipment and institute technological changes, decide on materials, supplies, equipment and tools to be purchased.
3. To subcontract or purchase any or all work, processes, or services, or the construction of new facilities, or the improvement of existing facilities.
4. To determine the number, location and type of facilities and installations.
5. To determine the size of the work force and increase or decrease its size.
6. To hire, assign and lay off employees, to reduce the work week or the work day or effect reductions in hours worked by combining lay offs and reductions in work week or work day.
7. To permit employees not included in the bargaining unit to perform bargaining unit work when in the opinion of the Board it is necessary for the conduct of efficient district services; provided, it is not intended to erode the work force.
8. To direct the work force, assign work and determine the number of employees assigned to specific facilities, departments, or areas.
9. To establish, change, combine, or discontinue job classifications, and prescribe and assign job duties, content and classification, and to establish the compensation for any new or changed classifications.
10. To determine lunch, and rest periods if any, the starting and quitting time and the number of hours to be worked.

11. To establish work schedules.
12. To discipline and discharge employees.
13. To adopt, revise and enforce working rules and carry out cost and general improvement programs.
14. To transfer, promote and demote employees from one building, facility, location, classification, department, or shift to another.
15. To select employees for positions, and determine the qualifications and competency of employees to perform available work.
16. To evaluate and set performance standards for any bargaining unit member(s).

The parties agree that the rights of the Union are specifically listed within this contract and that all subjects not specifically identified or addressed are retained as subjects to be decided by the Board and that the Union further agrees to waive its right to grieve concerning the contemplation, approval, application, implementation or adoption of any management right, whether or not listed above.

#### ARTICLE V – UNION PROTECTIONS

Section 1 No employee shall be prevented from wearing any reasonably sized and tasteful insignia, pin, or other identification of membership in the Union either on or off school premises; provided, the wearing of any such Union insignia, pin or otherwise, does not interfere in any way with the duties, responsibilities or activity of the employee's job description or position and is in compliance with any expected or stated dress code, Board policy, and personal appearance of the employee's school position.

Section 2 The Board agrees to make available to the Union any information that the Union requests that the Board is required to provide by law.

Section 3 Upon prior notice to the Superintendent, and provided there is no cost to the district, the Board will allow the Union to use school rooms without charge during non-business hours for legitimate Union business that does not undermine or interfere with the authority or standing of the Board. The Board may deny use in its sole discretion, or if a conflict arises with use of the school room(s) for school business, Bangor Township resident use, or rental use.

Section 4 The Board will allow the Union to reasonably use the district's interschool mail service for communications to its members; provided, there is no cost to the district and the communications are not hostile, disruptive, or derogatory to the Board, the district, the Students, other employees, or parents.

Section 5 Bargaining unit members may not conduct Union business on Board and/or the school district's time without prior approval of the Board or its designee.

#### ARTICLE VI – ADMINISTRATOR PROTECTIONS

Section 1 The Superintendent in conjunction with the Board will consult with, or delegate to each building Principal the responsibility to determine staff assignments within his/her building. The building Principal shall make assignments in accordance with Board policies and any applicable collective bargaining Agreement covering the staff member.

Section 2 The Board agrees that each Principal and/or Assistant Principal will have the opportunity to interview and make recommendations, if reasonably possible, concerning all personnel considered for assignment to his/her building or department.

Section 3 The Superintendent in conjunction with the Board will consult with, and/or may delegate to the building Principal pupil assignment within his/her building; provided, any decisions delegated to the building Principal are made by the Principal in accordance with Board policies and in consultation with the pupil's parent or guardian concerning the classification and promotion of the pupil.

Section 4 Each building Principal will have the responsibility for student discipline within his/her building consistent with state and federal law and Board policies and procedures.

Section 5 Administrators will be entitled to Union representation, upon request, at all meetings where the administrator reasonably believes that disciplinary action may result from the meeting.

#### ARTICLE VII – BARGAINING UNIT VACANCIES

Section 1 The Superintendent in conjunction with the Board will post within the school district for ten (10) days any vacancy for a bargaining unit position, including any newly created position, or promotional opportunity.

Section 2 All postings will include the responsibilities and duties of the position and set forth the desired qualifications.

Section 3 Current administrators will be given consideration and will be allowed to interview for those vacancies within their certification.

Section 4 The Superintendent in conjunction with the Board will select the most qualified internal or external candidate for the position. Qualifications will include but not be limited to education, training, experience, leadership skills, ability to perform the work, prior disciplinary history, if any, and any other criteria in the Board's sole discretion that the Board deems critical to the success and effectiveness of the position.



Section 5 The Superintendent in conjunction with the Board may fill administrative vacancies on a full or part-time temporary or interim basis for up to one year with non-bargaining unit employees or outside contractors. The parties may mutually agree to extend this period. Temporary or interim employees or outside contractors shall not be a part of the bargaining unit.

Section 6 Current bargaining unit members who voluntarily apply for a lower paying position without the Board's request to do so, and are awarded the position, may, in the Board's sole discretion, have their pay reduced to the compensation commensurate to the position.

#### ARTICLE VIII – PROMOTIONS OUTSIDE OF THE BARGAINING UNIT

Section 1 Administrative bargaining unit members will be given consideration for any vacancy outside of the bargaining unit that constitutes a promotion and for which they meet the posted or advertised qualifications.

Section 2 The Board shall at all times retain the right in its sole discretion to select the most qualified candidate for the vacant position whether an internal or external candidate. Qualifications may include, among other things, education, training, experience, leadership skills, ability to perform the work, prior disciplinary history, if any, and any other criteria in the Board's sole discretion that the Board deems critical to the success and effectiveness of the position.

#### ARTICLE IX – TRANSFERS

Section 1 A transfer is a change in assignment within a classification or between classifications having an equal or greater base pay.

Section 2 The Board may allow an administrator to transfer to a vacant position pursuant to the provisions of Article VII.

Section 3 The Board may transfer an administrator as needed in its sole discretion.

Section 4 When the Board requests that a bargaining unit member move to a lower paying position for the benefit of the school district, the bargaining unit member will receive the same pay as prior to the move. This language does not apply to demotions due to the performance of the bargaining unit member or involuntary transfers for financial reasons, including but not limited to reductions in force.

#### ARTICLE X – EVALUATIONS

Section 1 The Superintendent or his/her designee will evaluate the administrators pursuant to identified criteria that will meet Board goals. The Superintendent or his/her designee or assigned committee will develop the evaluation tool. The Superintendent shall provide a copy of the evaluation tool to the local Union prior to its implementation.

Section 2 The evaluation process shall not be used for purposes of harassment.

Section 3 The administrator, upon request, will be allowed a meeting with the evaluator to discuss the evaluation and may submit a written rebuttal to the evaluation that will be placed in the administrator's file together with the evaluation.

Section 4 The administrator shall be permitted to have a Union representative present in any evaluation interview (post-evaluation discussion) upon his/her request.

#### ARTICLE XI- COMPLAINTS AGAINST A BARGAINING UNIT MEMBER

Section 1 Any complaints of a serious nature brought by a student, parent, citizen, other administrator, or a Board member against a bargaining unit member shall be discussed with the bargaining unit member.

Section 2 Should the complaint remain unresolved after Section 1, the complainant, if further action is desired, will be asked to place the complaint in writing and submit it to the Superintendent.

Section 3 Upon receipt of the written complaint, the Superintendent or his/her designee shall investigate the complaint. Provided there is no threat of safety or harm to students or other individuals, the Superintendent will not take any action until the affected administrator has been given the opportunity to provide to the Superintendent the necessary background information and a response to the complaint either orally or by confidential memorandum. Once the Superintendent requests a response from the administrator, the administrator shall respond to the complaint within five (5) business days, unless mutually extended by the parties, and provide the necessary information upon which the Superintendent may prepare a report and make a recommendation to the Board.

Section 4 The Superintendent may prepare a report and/or make a recommendation to the Board after the Superintendent completes his/her investigation of the complaint. The Union shall have the right to be informed of the charges or complaint against the bargaining unit member, to conduct an investigation and to receive a summary of the evidence that will be used against the administrator, if suspension or termination is being considered.

Section 5 Should action adverse to the administrator be contemplated as a result of the investigation, the provisions of Article XII – Progressive Discipline shall be followed, with the understanding that in cases of serious misconduct, any step of the progressive discipline policy may be deleted or skipped and the Board may proceed directly to suspension or termination.

#### ARTICLE XII – PROGRESSIVE DISCIPLINE

Section 1 Discipline or discharge will be for just cause in the Board's determination.

Section 2 Before determining not to renew a contract or determining to discipline, demote, suspend, or discharge an administrator, the Board may offer reasonable assistance to the administrator in correcting his/her inadequacies giving rise to the reasons for the contemplated action.

Section 3 Reasonable assistance may include, but not be limited to the following.

- A. Conferences--Between the administrator and his/her immediate supervisor identifying the inadequacies and offering suggestions for improvement if requested by the administrator.
- B. If the problem persists, the Board may issue a formal warning to the administrator. The warning should contain the specific inadequacies in writing and timelines for achieving the established remedies.
- C. If the problem continues to persist, the Board may conduct a formal evaluation of the individual's performance during which the individual may, upon request, be accompanied by a Union representative.
- D. The Board shall follow the law as it pertains to notice of termination of an administrator.
- E. The affected administrator and/or the Union may grieve discipline under this provision pursuant to the Grievance and Arbitration provisions.

Section 4 Where there is just cause for the immediate discharge or demotion of the administrator and in the Board's determination no prospect of rehabilitation exists, the Board may act to discipline or terminate the administrator without application of sections 2 or 3 above, but in accordance with state and federal law. The administrator and/or the Union shall have the right to grieve the discipline imposed.

### ARTICLE XIII – SENIORITY

Section 1 Seniority is defined as follows:

- A. District Seniority is the length of continuous service in the district.
- B. Bargaining Unit Seniority is defined as length of accrued administrative service in the district.
- C. Position Seniority is defined as the length of service in a specific assignment within the district.

Section 2 In the event that an administrator enters the teacher's bargaining unit, his/her rights in that unit shall be based upon the applicable language in the teacher's contract. If the teacher's contract is silent, then the administrator's rights shall be based upon District Seniority.

Section 3 Administrators permanently promoted out of the bargaining unit shall not retain their administrators' bargaining unit seniority. The individual will continue to accrue District Seniority.

#### ARTICLE XIV – CREATION OR ELIMINATION OF POSITIONS

Section 1 The Union will be given the opportunity to make recommendations to the Superintendent when the Board is considering the creation of a new bargaining unit position.

Section 2 All new positions within the bargaining unit shall be posted and filled in accordance with the provisions of Article VII – Bargaining Unit Vacancies.

Section 3 It is agreed that before any rates of pay, wages, hours or other conditions of employment are established for a new bargaining unit classification, the parties shall engage in collective bargaining. Interim wages, hours and working conditions may be established by the Board, but the interim wages, hours and working conditions may not establish the status quo.

Section 4 The Board shall have the right in its sole discretion to eliminate positions pursuant to Article IV – Management's Rights.

#### ARTICLE XV – LAY-OFF, REDUCTION, AND RECALL

Section 1 When a lay-off or reduction in force takes place, retention of a position within the bargaining unit shall be based upon certification and qualifications to perform the work. When qualifications and ability are equal, the Board shall consider seniority.

Section 2 All administrators who are reduced from the bargaining unit shall have recall rights equivalent to their years of Bargaining Unit Seniority.

Section 3 Pursuant to Section 1 of Article 3 of the Michigan Tenure Act, administrators shall not be included under the provisions for continuing tenure. However, the administrator is included in those provisions of the statute relative to his/her tenure as a teacher.

Section 4 Every administrator who has satisfactorily completed the probationary period under the Michigan Tenure Act shall have tenure as a teacher in the Bangor School District. Any necessary reduction of administrative personnel may mean the affected administrator will, if he/she has sufficient seniority as a teacher in the Bangor School District, be reassigned to a teaching position for which he/she is certified and qualified, unless he/she becomes eligible for involuntary transfer to another administrative position.

## ARTICLE XVI – WORK SCHEDULES

Section 1 During his/her employment and except during approved and designated vacation periods, periods of approved absence due to illness, or pursuant to approved family and medical leave, the administrator shall devote his/her skills, efforts and responsibilities toward fulfilling all duties that the Board or its designee may assign.

Section 2 Each administrator's work schedule shall be based upon a 12 month/52 week work year beginning July 1 and ending June 30 of each year. The administrator shall work, at a minimum, the designated schedule for his/her position as follows:

High School Principal – 46 weeks (230 days)  
Assistant High School Principal – 42 weeks (210 days)  
Middle School Principal-- 44 weeks (220 days)  
Middle School Assistant Principal – 42 weeks (210 days)  
Elementary Principals – 42 weeks (210 days)

The administrator assigned to the Bangor North stipend position shall work the hours necessary beyond the administrator's primary assignment to effectively supervise and manage the Bangor facility and its programs.

Section 3 Administrators shall be present at work covering no less than the period when the classes in the facility for which they are responsible are in session and their staff is present. Administrators shall also be present at school related and/or school sponsored programs, activities, conferences, meetings, events, and other functions outside of the regular school day as reasonably requested by the Superintendent.

Section 4 The administrators shall be entitled to ten (10) holidays per year as follows: Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve Day, Christmas Day, New Years Eve Day, New Years Day, Good Friday and Memorial Day. Should a holiday fall on a Saturday or Sunday, the Board may designate the Friday before or the Monday after as the paid holiday observance. Holidays are not counted toward the administrators' designated work schedule requirements (required number of days per year).

All other time not designated as a paid holiday or designated work week shall constitute vacation time. For example, a High School Principal shall work 46 full weeks (230 days), receive 10 paid holidays and 4 weeks of vacation totaling 52 weeks per work year. The Middle School Principal shall work 44 full weeks (220 days), receive 10 paid holidays and 6 weeks of vacation totaling 52 weeks per work year. The High School Assistant Principal, the Middle School Assistant Principal and the Elementary Principals shall each work 42 weeks (210 days), receive 10 paid holidays and have 8 weeks of vacation totaling 52 weeks per work year.

Section 5 If school is closed due to circumstances (weather, construction, health problems, etc.) administrator(s) shall report to work, or not, pursuant to the Superintendent's instructions.

Section 6 The parties will include work schedules as a part of the re-opener issues for the 2007-2008 and 2008-2009 years of this Agreement.

Section 7 Should the Board require an administrator to work beyond his or her position's contracted work days, the Board shall pay the administrator on a per diem basis.

Section 8 Administrators must work the schedule approved by the Board in conjunction with the designated contract work days for the position. Administrators shall not alter their Board approved work schedule without prior approval of the Superintendent. Work days are defined as a 24-hour period.

ARTICLE XVII - RECOGNITION OF PROFESSIONAL GROWTH  
AND IMPROVEMENT

Section 1 Each school year during the term of this Agreement and ending upon the expiration date of the July 1, 2005 through June 30, 2009, Agreement, administrators will receive the following compensation for additional degrees or hours/credits held beyond a Masters degree toward a planned or approved program.

Masters +18	Masters +30/Ed. Specialist	Masters+60/Doctorate
\$1,500	\$2,500	\$3,500

For the 2006-2007 school year the amount paid will be based upon the administrator's degree and hours as of the execution date of this Agreement. Thereafter, the District will pay the above compensation in equal installments over the course of the balance of the administrator's work year, based upon the administrator's degree and hours as of September 1 of each subsequent year of the July 1, 2005 through June 30, 2009 Agreement.

Section 2 Administrators may apply for unpaid leave for educational purposes for up to one year without loss of seniority and the Board may grant or reasonably deny such leave requests based on the needs of the district. Should the Board grant an educational leave, the Board may fill the position with a temporary employee or consultant until the administrator's return to his/her original position. Should an administrator work in another position during an educational leave without the approval of the Superintendent, the administrator shall be deemed to be a voluntary quit and will waive any claims to reemployment.

Section 3 The Board recognizes the importance of state and national conferences and school visitations and agrees to pay pre-approved reasonable expenses within the Board's budget that are incurred by administrators while attending pre-approved conferences and visitations. The Board will allow each administrator, upon his/her written request, to attend one national level education conference every other year.

Section 4 The District will pay up to an average of 3 credit hours of tuition per year for the remaining term of the July 1, 2005 through June 30, 2009, Agreement for courses necessary for professional improvement applicable to the administrator's position and including those required for continuing education. The administrator must submit a request in advance of the class to the

Superintendent. Whenever feasible, the administrator should make the request to the Superintendent in ample time for the Board to budget appropriately for the course tuition. This provision will not apply retroactively.

Section 5 The Board will pay the reasonable annual dues for both state and national memberships in one organization. The Board will take into account if a state and national organization has combined dues, or one professional organization's dues cover multiple persons.

## ARTICLE XVIII – SALARIES AND WAGES

### Section 1

#### New Administrator Minimum Base Salary:

Assistant School Principal	\$60,000.00
Elementary School Principal	\$65,000.00
Middle School Principal	\$70,000.00
High School Principal	\$75,000.00

The Board may hire a new administrator at the minimum salary or above the minimum salary but shall not exceed the salary of any current administrator with comparable or more experience in the same position.

Section 2 Upon ratification of this Agreement the following wage increases shall apply to those bargaining unit members who were in a bargaining unit position as of March 1, 2005 paid in equal installments through the end of the 2006-2007 Administrators' contract:

- 2.5% increase in base salary retroactive to the beginning of the 2005-2006 school year (not applicable to new hires after March 1, 2005).
- 1.5% increase in base salary retroactive to the beginning of the 2006-2007 school year (not applicable to new hires after March 1, 2005).

The parties will negotiate the amount of administrators' wages through a wage re-opener 60 days prior to each subsequent school year of the July 1, 2005 through June 30, 2009, Agreement.

## ARTICLE XIX – LEAVES OF ABSENCE

### Section 1 – Sick Leave

An administrator absent from duty for personal illness shall be allowed full pay (base salary daily rate) for a total of twelve (12) days per year cumulative to 115. At the end of each contract year, the administrator shall forfeit any sick days remaining in excess of 115.

### Section 2 – Jury and Court Leave

Administrators shall be excused with pay for jury duty or attendance at any administrative, judicial, or quasi-judicial proceeding pursuant to subpoena, except for those suits in which the administrator is a party and the suit is not related to the administrator's school position.

### Section 3 – Bereavement

An administrator shall be entitled to receive up to three (3) days leave with pay due to the death of his/her spouse, mother, father, child, stepchild, brother, sister, grandparent, or his/her current mother-in-law, father-in-law, grandchild, aunt, uncle or anyone who permanently resides with the administrator, to the extent reasonably required to attend the funeral of the deceased person.

In the Board's discretion, an administrator may be granted up to four (4) additional days, deducted from sick leave, to attend the funeral of his/her spouse, child, stepchild, mother, father, brother, sister, grandparent, current mother-in-law, father-in-law, sister-in-law, brother-in-law, or grandparent-in-law or person who permanently resides with the administrator or if the funeral is 200 or more miles from the school district.

At least one day of the bereavement leave shall be to attend a funeral or other service or ceremony on behalf of the deceased.

### Section 4 – Personal Leave

Personal leave may be taken upon advance approval by the Superintendent in half or full day increments only. In the event of an emergency, the administrator must contact the Superintendent as soon as possible and the Superintendent will determine in his/her discretion whether the time will count as personal time or be deducted from sick leave. Failure to provide the Superintendent with advance notice of leave will result in the personal leave being deducted from sick leave, or taken without pay if for a full day.

### Section 5 – Military Leave

Administrators entitled to military leave shall be granted all rights and privileges required by law.



## Section 6 – Family and Medical Leave

Eligible administrators may be granted family and medical leave pursuant to federal law and Board policy.

## Section 7 – General Leave

In the Board's discretion, an administrator may be granted general leave for educational reasons for up to one school year without pay. Administrators may not work for pay during a general leave of absence. Such leaves shall not unreasonably be denied. Approved leaves of absence shall not interrupt service or seniority except by Agreement of the Union and the Board. The Board shall have the right to replace an administrator on leave with a non-union temporary replacement. The administrator may return to his/her position upon termination of the leave, if the position is available and the administrator has the qualifications and seniority to return.

## ARTICLE XX – BENEFITS

### Section 1 - Insurance

- A. The Board will provide one (1) of two (2) insurance options to each administrator. The cost of this insurance option will be shared between the Board and the administrator. Each administrator shall exercise his/her option during the open enrollment period.
1. Option A – Employee option to select either Super Care I with \$10/\$20 RX or Choices II, with \$5/\$10 RX. The Board will also offer Delta Dental 75/75/75 \$1500 maximum and MESSA Vision Care VSP Gold. Employees electing Super Care I will pay \$786 per year. Employees electing Choices II will pay \$532 per year. The Board will deduct the administrator's premium contribution in equal amounts from 18 regular paychecks beginning at the end of the regular MESSA September enrollment period.
  2. Option B – This option will be an annuity payment of \$6,000 paid in equal monthly installments over the course of the administrative school year. If an administrator opts out of medical coverage but elects dental and vision coverage, the opt out annuity will reduce the six thousand dollars (\$6,000.00) by the cost of the Delta Dental Plan A, and MESSA Vision Care VSP Gold.
- B. If both a husband and wife are covered by this Agreement, only one (1) may elect Option A above. The other must elect Option B.

- C. A section 125 plan shall be in place before employee payment of non-taxable contribution to the health plan.
- D. All other MESSA Insurance options are available at the administrator's own expense.
- E. The effective date for medical and dental coverage shall be September 1. Administrators hired after September 1 shall begin insurance coverage on the earliest date allowed under the insurance plan contract with the carrier.
- F. The Board will make available applications for the insurance programs. It is the responsibility of the employee to fill out all forms for insurance coverage.
- G. The Board shall have the option to provide lower cost comparable insurance coverage during the term of the Agreement.
- H. The amount of administrators' premium share for each year will be determined by an insurance re-opener 60 days prior to each subsequent year of the Agreement.
- I. All new hires after June 1, 2007, will be provided Choices II only or a lower cost comparable insurance, or the Option B annuity.

#### Section 2—Long –Term Disability Insurance

LTD 66 2/3% Max \$3,000.

#### Section 3 – Life Insurance

The Board will provide each administrator with fully paid life insurance coverage with accidental death and dismemberment, and waiver of premiums for up to \$100,000.

#### Section 4 – Liability Insurance Administrators

The Board shall provide at no cost to administrators a district policy of no less than \$2,000,000 for “School Employee Wrongful Acts Coverage” (School Leaders, Errors and Omission). In the event of loss no administrator shall pay any deductible. The Board shall pay for any applicable deductible.

#### Section 5 – Travel Allowance

The Board will reimburse administrators who are using their own transportation to conduct authorized school business or to carry out district responsibilities. The mileage rate will be the Board approved rate for the district then in effect. The administrator must submit his/her mileage pursuant to Board policy.

## Section 6 – Tax Sheltered Annuities

The Board agrees to offer Tax Sheltered Annuity investment opportunities for administrators with companies that presently have contracts with district employees. New administrators who hold contracts with other companies may retain their carriers or roll over their funds to a participating carrier. Written authorization for deductions or changes in the amount to be deducted shall be submitted to the Business Office. The administrator must authorize a payroll deduction for their Tax Sheltered Annuity contributions. Payroll deductions shall continue until the administrator gives written notice to the Business Office terminating the deductions.

## Section 7 – Purchase Option

An administrator may purchase, at his/her cost, additional insurance coverage provided applicable insurance company rules permit.

## Section 8 – Terminal Leave

- A. Payment for each unused day of accumulated sick leave up to and including one hundred and fifteen (115) days, but not to exceed eight thousand, six hundred, twenty-five dollars (\$8,625), will be paid upon (within thirty (30) days of) the employee's last date of work due to voluntary resignation or retirement from Bangor Township Schools under the Michigan Public School Employees Retirement System as follows:

2006-2007 school year	\$55.00 per unused day;
2007-2008 school year	\$65.00 per unused day;
2008-2009 school year	\$75.00 per unused day.

- B. Any administrator who voluntarily resigns or retires, (not due to misconduct or in lieu of discharge) with ten (10) years of accrued service with the Bangor Township School District, shall receive a one-time lump sum payment of five thousand dollars (\$5,000), within thirty (30) days of the employee's last date of work due to voluntary resignation or retirement.

## ARTICLE XXI – GRIEVANCE AND ARBITRATION PROCEDURE

Section 1 A grievance under this Agreement is a written dispute, claim, or complaint arising under and during the term of this Agreement and filed by either an authorized representative of, or an employee in, the bargaining unit. Grievances are limited to matters of interpretation or application of express provisions of this Agreement. The parties, recognizing that an orderly grievance procedure is necessary, agree that each step must be adhered to as set forth herein or the grievance is forfeited. Other than for the original filing deadline, the parties may mutually agree to extend all other timelines within this Article.

All grievances must be filed within five (5) business days after the occurrence, or discovery of the occurrence, of the circumstances giving rise to the grievance, otherwise the right to file a grievance is forfeited and no grievance shall be deemed to exist.

## Section 2

**Step 1** Any employee having a complaint may first take up the matter with his/her immediate supervisor. In the case of an Assistant Principal as the complaining party, if the parties resolve the complaint at this level, the Principal must submit the recommended resolution in writing to the Superintendent for his/her approval before implementation of the resolution. The Superintendent must approve in writing all resolutions granted by one bargaining unit member for another bargaining unit member.

**Step 2** If the parties do not resolve the matter during this discussion, the employee shall put his/her complaint in writing and submit it to the Superintendent. The date that the Superintendent's office receives a written grievance, shall constitute the date of filing.

If no satisfactory answer or disposition is received from the Superintendent or his/her designee within ten (10) business days, unless the parties mutually agree otherwise, the Union shall process the complaint as follows:

**Step 3** The employee or representative shall within three (3) business days of the date of the Superintendent's disposition, take up the matter with the Board's designated representative. The designated representative shall within ten (10) business days of receipt of the grievance, unless the parties mutually agree to a longer period, record such representative's disposition on all copies of the grievance form and return two (2) copies to the grievant or Union representative. If the parties do not satisfactorily settle the matter at this stage, then the matter may proceed to arbitration.

**Section 3** All grievances that the parties mutually resolve at any step of the grievance procedure as contained in this Agreement shall be final and binding on the Board, the Union, and on all unit employees involved in the particular grievance. The resolution shall not establish any practice, or precedent.

**Section 4** The parties shall process grievances from one step to the next within the time limit prescribed in each of the steps. Any grievance upon which a disposition is not made by the Board within the time limits prescribed, or any extension which may be agreed to, may be referred to the next step in the grievance procedure, the time limit to run from the date when time for disposition expired. Any grievance not carried to the next step by the Union within the prescribed time limits or such extension which may be agreed to, shall be automatically closed upon the basis of the last disposition and deemed withdrawn.

Section 5 The Board shall not be required to pay back wages for periods prior to the time a written grievance is filed; provided, that in the case of a pay shortage, of which the employee had not been aware before receiving his/her pay, any adjustments made shall be retroactive to the beginning of that pay period providing the employee files a grievance within three (3) business days after receipt of such pay.

Section 6 When an employee is given a disciplinary discharge or lay off or a written reprimand and/or warning which is affixed to such employee's personnel record, the Union representative will be notified in writing within three (3) business days of the action taken. The disciplinary action shall be deemed final and automatically closed unless a written grievance is filed within three (3) business days from the time of presentation of the notice to the Union representative or the employee. Grievances regarding discharge may, with the consent of the parties, be commenced at any stage of the grievance procedure or may, with the consent of the parties, be advanced and processed out of order.

Section 7 All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned less any unemployment compensation or compensation for personal services that such employee may have received or could with diligent effort have received from any source during the period in question, excluding any compensation received by the grievant for any part-time job that the grievant held at least six (6) months prior to the grievance being filed and that continued until final resolution of the grievant's claim.

Section 8 In recognition of the nature of the Board's business, all grievance matters shall be handled during non-working hours absent an emergency situation which may require the direct participation of a Union representative during working hours. In such emergency situations, the Union representative shall first receive permission from the Superintendent to leave his/her building, and shall report back promptly when the Union representative's part in the grievance procedure has been completed. Participation shall be limited to specific grievance adjustments with management. Any employee who takes an unreasonable or unnecessary amount of time in a grievance procedure adjustment during working hours shall be subject, after written warning, to disciplinary action.

#### Section 9 - Arbitration Procedure

- A. Either party may request arbitration of an unsettled grievance. The party desiring arbitration must notify the other party in writing of such desire within ten (10) business days of the day the written disposition was given under the last step of the grievance procedure provided for in this Agreement. In the event that either party should fail to serve such written notice, the matter shall be considered as settled and withdrawn on the basis of the written disposition made in the last step of the grievance procedure. The Local Union shall have the right to determine whether or not the grievance is submitted to arbitration.

After receipt of a desire to arbitrate, the parties shall attempt to agree on an arbitrator. If the parties are unable to agree within five (5) business days or within a longer period if mutually agreed upon, either party may submit the matter to the American Arbitration Association (AAA) requesting that an arbitrator be selected with assistance and under the rules of the American Arbitration Association. Alternatively, upon the written mutual consent of the parties, the matter may be submitted to an independent arbitrator which shall decide the matter consistent with all the terms and conditions, including the grievance and arbitration procedures of this Agreement.

- B. The parties understand and agree that in making this Agreement they have resolved for its term all bargaining issues which were or which could have been made the subject of discussion. The arbitrable forum here established is intended to resolve disputes between the parties only over the interpretation or application of the matters which are specifically covered in this Agreement and which are not excluded from arbitration.
- C. The arbitrator shall have no power to add to, or subtract from, or modify any of the terms of this Agreement or any supplementary Agreement, nor to rule on any matter except while this Agreement is in full force and effect between the parties.

The arbitrator shall have no power to establish wage scale rates on new or changed jobs or to change any wage rate unless the parties have provided for the rate in this Agreement.

The arbitrator shall have no power to provide agreements for the parties in those cases where in this Agreement they have agreed that further negotiations should occur to cover the matters in dispute.

In the event a party appeals a case to an arbitrator and he/she finds that he/she has no power to rule on the case, the matter shall be referred back to the parties without decision or recommendation on the merits of the case.

- D. The award of the arbitrator shall be based exclusively on evidence presented at the arbitration hearing and the award under no circumstances shall be based in whole or in part or contain a reference to statutes, decisions, regulations or other extra contract matters not specifically incorporated in this Agreement.

- E. The parties shall equally share the expenses of the arbitrator. Each party shall arrange for, and pay the expenses of, witnesses that they call.
- F. There shall be no appeal from an arbitrator's decision. It shall be final and binding on the Union, on all bargaining unit employees and on the Board.

## ARTICLE XXII – VALIDITY OF AGREEMENT

Section 1 The parties mutually agree that the terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the parties that may be altered, changed, added to, deleted from, or modified only through the voluntary mutual consent of the parties by amendment to this Agreement.

Section 2 Should any article, section or clause of this Agreement be declared invalid by a court of competent jurisdiction, the article, section or clause as the case may be shall be automatically deleted from this Agreement but the remaining articles, sections and/or clauses shall remain in full force and effect for the duration of the Agreement.

Section 3 This Agreement shall supersede any rules or regulations or practices of the Board that may be contrary to or inconsistent with its terms. It shall likewise supersede any contrary inconsistent terms contained in any individual bargaining unit member contracts previously in effect. All future individual bargaining unit member contracts shall be made expressly subject to the terms of this Agreement.

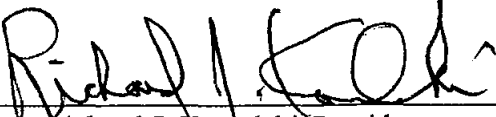
## ARTICLE XXIII – DURATION OF AGREEMENT


This Agreement shall be effective as of July 1, 2005 for purposes of retroactive wages and shall remain in full force and effect until midnight June 30, 2009.

At least sixty (60) days prior to the termination of this Agreement either party may give the other party notice, by registered mail, of its desires to terminate, modify or amend this Agreement. Upon receipt of this notice the parties will promptly make arrangements to commence negotiating a successor Agreement. In the event that neither party gives notice to the other of its intention to terminate, modify or amend this Agreement at least sixty (60) days prior to the expiration date, then the Agreement shall automatically be extended on the same terms for another year, and similarly, from year to year thereafter with the same notification requirements.

IN WITNESS WHEREOF, the duly authorized representatives of the parties have executed this Agreement as of April, \_\_\_\_\_, 2007.

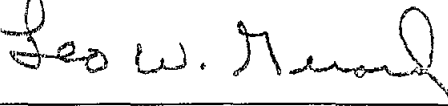
**BANGOR TOWNSHIP SCHOOLS:**


  
Mr. Richard J. Kowalski, President  
Board of Education

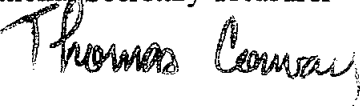
  
Ms. Barbara Skowronski, Secretary  
Board of Education


  
Dr. Tina Kerr, Superintendent

**UNITED STEELWORKERS,  
AFL-CIO•CLC:**

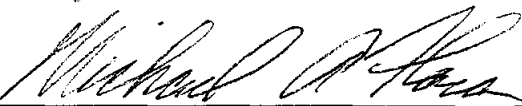
  
Mr. Leo W. Gerard, International President

  
Mr. James D. English  
International Secretary Treasurer

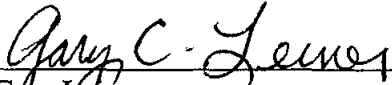
  
Mr. Tom Conway  
International Vice President-Administration


  
Mr. Fred Redmond  
International Vice President-Human Affairs

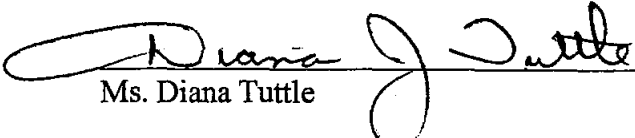
  
Mr. Jon Geenen, Director, District 2

  
Mr. Michael A. Flora  
Staff Representative

**NEGOTIATING COMMITTEE:**

  
Mr. Gary Leiner

  
Ms. Patricia Smith

  
Ms. Diana Tuttle



**MEMORANDUM OF UNDERSTANDING  
BETWEEN BANGOR TOWNSHIP SCHOOLS AND  
THE UNITED STEELWORKERS ADMINISTRATORS' UNION**

Pursuant to a request by the United Steelworkers Administrators' Union (USWAU) on behalf of its eligible administrators, the Board of Education of the Bangor Township Schools (the Board or the District) and the USWAU (collectively the parties) agree that the Board will offer a 2006-2007 Voluntary Early Retirement Incentive Program (VERIP) to eligible administrators as follows:

1. On or prior to March 1, 2007, the Board will provide to all administrators a Notice of Voluntary Early Retirement Incentive Program (VERIP or the Program) setting forth the requirements and offerings of the Program, including a list of all eligible administrators, their district seniority date and their age, and a list of all administrators who are not eligible for the Program, their district seniority date and their age.
2. Those eligible for the Program will be administrators who have at least fifteen (15) years of district seniority or who are eligible for retirement pursuant to the Michigan Public School Employees' Retirement System (MPSERS).
3. Those eligible administrators who accept the Board's offer shall sign and have notarized a 2006-2007 Voluntary Early Retirement Incentive Program Resignation and Release Agreement.
4. The eligible administrators shall have at least forty-five (45) days to consider the Program and to sign and return the Resignation and Release Agreement no later than 4:00 p.m. Eastern Standard Time on April 20, 2007. Eligible administrators that accept the offer may waive all or any part of the forty-five (45) day consideration period. The eligible administrators who elect to participate and execute the Resignation and Release Agreement shall have seven (7) days to revoke their signature and acceptance, if they so choose. The seven (7) day revocation period may not be waived.
5. The Resignation and Release Agreement is irrevocable once signed and the seven (7) day revocation period expires.
6. On behalf of those eligible administrators that sign the Irrevocable Resignation and Release Agreement, and who do not revoke their signature and acceptance, the Board shall pay a Program Incentive Benefit of TWENTY THOUSAND (\$20,000) DOLLARS payable in four equal payments over four years with the first payment within thirty (30) days of the Employee's last date of work for the 2006-2007 contract year (the

effective resignation/retirement date). The Board will pay the three subsequent payments on or about the anniversary date of the Employee's retirement over the next three years. In the event of the Employee's death, the Board shall pay the Program Incentive Benefit to the Employee's estate or to his/her beneficiaries following the same payment schedule. A minimum of two eligible Employees must participate for the Program Incentive Payments to apply.

7. The Board will issue a 1099 to the retiree who will be responsible for payment of all applicable local, state, and federal taxes on the Program Incentive Benefit. The Employee shall indemnify and hold harmless the Board, its officers, members, successors, assigns, agents, employees, and representatives, of all tax liability whatsoever that may apply to the Program Incentive Payment.

FOR BANGOR TOWNSHIP SCHOOLS:  
ADMINISTRATORS' UNION:

FOR THE UNITED STEELWORKERS

\_\_\_\_\_  
DR. TINA KERR

Title: SUPERINTENDENT

Dated: \_\_\_\_\_ 2007.

\_\_\_\_\_  
Title: \_\_\_\_\_

Dated: \_\_\_\_\_ 2007