

Final
Labels

MASTER AGREEMENT

Between

**THE BENZIE COUNTY CENTRAL BOARD OF
EDUCATION**

and

**THE NORTHERN MICHIGAN EDUCATION
ASSOCIATION**

For

**BENZIE COUNTY CENTRAL EDUCATIONAL
SUPPORT PERSONNEL**

2008 - 2010

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SECTION 1 - BASIC CONTRACTUAL PROVISIONS

1.1 AGREEMENT

A. THE PARTIES

This Agreement is entered into effective September 29, 2009 by and between the Board of Education of Benzie County Central Schools, Counties of Benzie, Manistee, Grand Traverse, and Wexford, Michigan, hereinafter called the "Employer", and the Northern Michigan Education Association, an affiliate of the Michigan Education Association and the National Education Association.

B. RESOLUTION OF DISPUTES

The employer and the Union recognize the importance of orderly and peaceful labor relations for the mutual interest and benefit of the Employer, Employees, and the Union. The Employer and the Union further recognize the mutual benefits of just and expeditious resolution of disputes which may arise as to proper interpretation and implementation of this Agreement, and accordingly, have included herein a grievance procedure for the effective processing and resolution of such disputes.

C. NO STRIKE

The Union agrees that during the term of this Agreement there will be no strike or work stoppage.

1.2 RECOGNITION - EMPLOYEES COVERED

The Employer does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment, for the term of this Agreement, of all secretaries, maintenance personnel and paraprofessionals, but specifically excluding central office secretaries, mechanics, supervisory employees, and all other persons.

1.3 DEFINITIONS

A. EMPLOYER

The term "Employer" as used in this Agreement shall mean the Board of Education of the Benzie County Central Schools, a quorum of the elected members of the Board, or the Board's authorized designees, such as the Superintendent or Supervisor.

B. UNION

The term "Union" as used in this Agreement shall mean the Northern Michigan Education Association.

C. EMPLOYEE

The term "employee" as used in this Agreement shall mean a person employed in a position within the bargaining unit as defined in Section 1.2.

D. DAYS

The term "days" as used in this Agreement shall mean calendar days, exclusive of Saturdays, Sundays, legal holidays, and days when the Central Administrative Offices are closed to the public.

E. POSITION

A position is an assignment within a classification.

F. YEARS

The term "years" as used in the "years" of service context in this Agreement shall mean calendar years for twelve-month employees and school years for school year employees.

1.4 TERM OF AGREEMENT

This Agreement shall be effective on September 29, 2009 and shall remain in effect until August 31, 2010. In witness whereof the parties have caused this Agreement to be executed on their behalf by their duly authorized representatives.

FOR THE UNION:

FOR THE BOARD OF EDUCATION:

BY: Charlotte Jech
It's President

BY: Katherine Ross
Its President

DATE: 2/6/10

DATE: 01/06/2010

BY: E. J. [Signature]
It's Negotiator

BY: [Signature]
It's Secretary

BY: Beiana Spoor
It's Negotiator

BY: Michelle Herron
It's Negotiator

BY: [Signature]
It's Negotiator

BY: [Signature]
It's Negotiator

BY: Charles J. Henry

BY: Billy F Burns

BY: Holly Zerkus
NMEA

R.1 Anne Fitch Clark

By Edward E. Kelly

BY: _____
It's Negotiator

BY: _____
It's Negotiator

By _____

1.5 MEMBERSHIP, FEES, AND PAYROLL DEDUCTIONS

A. MEMBERSHIP

Membership in the Union, or payment of a service fee to the Union equivalent to the full dues required to be paid by members of the Union, shall be a condition of employment for employees covered by this Agreement as of the first day of employment in the bargaining unit provided at least two weeks time is available to enter the employee as a member in the payroll system. If two (2) weeks is not available the member will be entered as of the next pay period. The Association shall calculate the amount of dues and so notify the Employer. In the event an employee does not join the Union, or does not pay such service fee, the Employer shall, at the request of the Union, and pursuant to MCLA 408.447; MSA 17.277(7) deduct the service fee from the bargaining unit member's wages and remit same to the Union under the procedures specified below. Payroll deductions made pursuant to this provision shall be made in equal amounts, as nearly as may be, from the paycheck of each bargaining unit member.

B. DEDUCTION

Upon written authorization from the employee, the Board shall deduct dues and service fees for Union membership or representation. Such deductions shall be made from a paycheck each month September through June. The Board agrees to promptly remit to the Union all monies so deducted, accompanied by an alphabetized list of employees from whom deductions have been made. In any situation where a refund is demanded by an employee, said refund is not the responsibility of the Board.

C. NON-COMPLIANCE PROCEDURES

The procedure in all cases for violation of this Article shall be as follows:

1. The Association shall notify the employee of non-compliance by certified mail, return requested. Said notice shall detail the non-compliance and shall further advise the recipient that a request for payment shall be filed with the Board in the event compliance is not affected.
2. If the employee fails to comply, the Association shall file charges in writing, with the Board, and shall request that the Board deduct the service fee in equal amounts, as nearly as may be, from the employee's paycheck. A copy of the notice of non-compliance and proof of service shall be attached to said charges.
3. The Board upon receipt of request for involuntary deduction, shall provide the employee with an opportunity for a due process hearing limited to the question of whether or not the employee has remitted the service fee to the

Association or authorized payroll deduction for same. The Association, in the processing of charges, agrees not to discriminate between various persons who may have refused to pay the Professional Dues and/or service fee.

D. HOLD HARMLESS PROVISION

The Union will protect and save harmless the Board from any or all claims, demands, suits and other forms of liability by reason of action taken or not taken by the Board or its designated agent for the purpose of complying with this Article.

1.6 GRIEVANCES

A. DEFINITION

A Grievance is a claim by one or more employees or the Union that there has been an alleged improper application, violation, or misinterpretation of this Agreement.

B. GRIEVANCE FORM

Any grievance presented in writing must include the following:

1. Specific statement of facts giving rise to the alleged violation
2. Section or subsection of this contract alleged to have been violated
3. Date of the alleged violation
4. Relief requested
5. Signature of the grievant

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

C. GRIEVANCE PROCEDURE

Step 1: Supervisor-Verbal: An employee with a problem or a complaint shall first discuss the matter with his/her immediate Supervisor with the objective of resolving it quickly and informally.

Supervisor-Written: In the event the problem or complaint has not been satisfactorily resolved, the matter shall be reduced to writing and submitted to the immediate Supervisor no later than seven (7) days from date of occurrence.

Within ten (10) days after meeting, the Supervisor shall state a decision in writing and furnish a copy to the employee and the Union.

Step 2 - Superintendent: Within five (5) days after receiving the decision in Step 1 Supervisor-Written, the Union may appeal in writing to the Superintendent of Schools.

1. Within five (5) days of receipt of the written grievance, the Superintendent or designee shall meet with the Union at a mutually satisfactory time and place. The affected employee(s) may be present at such a meeting.
2. Within five (5) days after the meeting, the Superintendent shall state a decision in writing, and furnish a copy to the Union.

Step 3 - Board of Education: Within five (5) days after receiving the decision of Step 2, the Union may appeal the decision in writing through the Superintendent to the Board of Education.

1. The Board President shall appoint someone to hear the grievance, who shall within ten (10) days of the Board's receipt of the grievance confer with the Union Grievance Committee chairman to set a mutually satisfactory time and place for the hearing. The affected employee(s) may be present at such meeting.
2. Within ten (10) days after the hearing the Board shall state a decision in writing and furnish a copy thereof to the Union.

Step 4 - Arbitration: If the Union is not satisfied with the disposition of the grievance at Step 3 by the Board or if no disposition has been made within the period above provided, the Union may submit the grievance, within thirty (30) days of the expiration of Step 3, to arbitration before an impartial arbitrator.

If the arbitrator cannot be selected by mutual agreement of the parties, the arbitrator shall be selected by the American Arbitration Association in accord with its rules. Neither the Employer nor the Union shall be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the other party. The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement.

Both parties agree to be bound by the award of the arbitrator, and that judgment thereon may be entered in any court of competent jurisdiction. The fees and expenses of the arbitrator shall be shared equally by the Union and the Employer.

D. REPRESENTATION

Both employees and the Employer have the right to be represented at any step in the grievance procedure by attorneys or other representatives of their own choice.

E. TIME LIMITS

Any appeal at any step that is not issued within the time limits specified shall result in a forfeiture of the grievance unless mutually agreed to, in writing, by both parties to extend the timelines.

F. GRIEVANCE HANDLING

All preparation, filing, presentation or consideration of grievances, shall be held at times other than when an employee or a participating Union representative are to be at their assigned duty stations unless mutually agreed to by the parties.

G. REINSTATEMENT

If any employee for whom a grievance is sustained shall be found to have been unjustly discharged or penalized, the employee shall be reinstated with full reimbursement of all compensation lost.

SECTION 2 - EMPLOYMENT RELATIONS

2.1 EMPLOYEE RIGHTS

A. NONDISCRIMINATION

The Employer agrees that it will not directly, or indirectly, discourage or deprive or coerce any employee in the enjoyment of any rights conferred by the Michigan Employment Relations Act or other laws of Michigan, or the Constitutions of Michigan and the United States of America; nor will it discriminate against any employee because of membership in the Union, participation in the lawful activities of the Union, participation in collective negotiations with the Employer, institution of a grievance as defined in this Agreement, or otherwise with respect to any terms or conditions of employment.

The Board and the Association agree to comply with the requirements of the Americans with Disabilities Act (ADA) on an individual case-by-case basis.

B. FACILITY AND EQUIPMENT USAGE

The Union shall have the right to use school building facilities and equipment after school hours for Union business following the district's building use policy. The Union agrees to reimburse the district for the cost of any materials used or damage to school property that is other than normal wear. No charge shall be made to the Union for such use, except in cases where maintenance personnel must be called to open and close buildings.

C. UNION ACTIVITY

The employees agree they will not engage in Union activities during working hours unless permitted within this Agreement or by permission from the immediate Supervisor. The Union shall be permitted to use E-mail to communicate with its members or representatives. Any employee who is absent from his/her assigned duties for the purpose of Union business shall have a deduction of the hourly wage for each hour or part of an hour of absence. However, if the Employer requires an employee to be engaged in activities on behalf of the Union with the Employer, the employee shall be released from scheduled duties without loss of wages.

D. FREEDOM OF INFORMATION

In response to reasonable requests, the Employer will provide to the Union all information, which is available under the Freedom of Information Act. The Union may be required to pay costs incurred by the Employer in providing this information.

E. PERSONNEL FILE

Employees will have the right to review the contents of their personnel file and, if they request, receive a copy of documents therein. At the request of the employee, a representative may be present. Employees may submit a written notation regarding any material in the personnel file, and the same shall be attached to the file copy of the material in question.

When an employee is requested to sign/initial material to be placed in the personnel file such signature/initials shall be understood to indicate awareness of the material, but shall not be interpreted to mean agreement with the content of the material. The Employer agrees to notify the employee any time there is a request to review or release materials in his/her personnel file to a third party prior to the review or release of materials, provided it is possible to do so.

Written complaints or charges shall not be placed or retained in an employee's personnel file unless the complaint(s) or charge(s) lead(s) to discipline by the Board.

F. BULLETIN BOARDS

Bulletin board whose locations are specifically designated by the Employer shall be made available for use by the Union and its members.

2.2 THE EMPLOYER'S RIGHTS

The Employer, on its own behalf and on behalf of the district, hereby retains and reserves unto itself, without limitation all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States to the executive management and administrative control of the school system and its properties and facilities, and the direction of the activities of its employees within the scope of their employment; to establish written personnel and other policies; and to establish policies, bus schedules, the hours of work, and other duties, responsibilities and assignments of employees, terms and conditions of employment not in conflict with this Agreement. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Employer, the adoption of policies, rules and regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and expressed terms of this Agreement, and shall not direct or require any employee to violate any Federal or State law or regulation.

2.3 SENIORITY

A. DEFINITION

Seniority shall be defined as the length of service in the district in a classification within the bargaining unit. The classifications shall consist of the following: (1) building secretaries, (2)

paraprofessionals and (3) maintenance personnel. Those secretaries and paraprofessionals who were hired prior to this contract will be considered as being members of the bargaining unit as to their date of hire.

B. SENIORITY LIST

Employees shall accrue one (1) day of seniority for each day (or portion thereof) paid. Two hundred sixty (260) days shall be the maximum seniority accrual in any school year (July 1 through June 30) for twelve-month employees. One hundred eighty (180) days, unless the number of days in the school year is increased, shall be the maximum seniority accrual in any school year (July 1 through June 30) for school year employees.

Days or portions of days worked prior to the start of the school year shall count as days paid for seniority purposes. School year secretaries, depending on their work schedule, shall be allowed to accumulate either one hundred ninety-seven (197) days or two hundred two (202) days of seniority per year.

Employees shall be ranked on the seniority list, with the employee who has accrued the greatest number of days seniority being the most senior, and the employee who has accrued the least number of days seniority being the least senior. In the event two (2) or more employees have the same number of seniority days the employee possessing the Social Security Number with the highest last four digits shall be the most senior employee of this group.

The seniority list shall be prepared by the Employer, updated every year, and reviewed by the Union. This list will also be updated at any time that seniority is a part of an issue. Seniority shall accrue within classification.

Should an employee switch classifications their seniority level in the former classification shall be frozen. Saturdays and Sundays will not be counted unless they are a part of the employee's regular schedule and not counted as overtime.

C. SENIORITY LOST

Seniority shall be lost by an employee upon termination, resignation, or retirement.

D. SENIORITY CONTINUED

Seniority shall continue to accumulate and shall not be lost when an employee is on leave due to an injury or accident which is compensable under the Employer's workers' compensation insurance for a period of up to twelve (12) months; when an employee is on leave to serve in the armed forces of the United States; or when an employee is on any paid leave of absence.

E. SENIORITY FROZEN

Seniority shall not be lost, but shall not continue to accumulate, when an employee is on unpaid leave of absence; when an employee is on layoff status; or when an employee transfers to a position under the Employer not in the bargaining unit or in a different classification.

F. PROBATIONARY EMPLOYEES

There shall be no seniority among probationary employees. When an employee finishes the probationary period, the employee shall be placed on the seniority list with credit for all days worked, in accordance with Section 2.4.

2.4 PROBATION

All new employees shall be on probation until they have worked ninety (90) days. Employees shall only be required to serve one (1) probationary period with the district should they be re-hired to the same classification. For the purpose of this section only, any part of a day worked shall count as a workday including being paid to attend required training. During the probationary period the employee may be laid off or terminated at the sole discretion of the Employer. A performance conference between the probationary employee and his/her immediate supervisor will be held within the probationary period.

Probationary employees shall not be entitled to insurance benefits, paid leave days, or holidays, however, upon completion of their probationary period the employees will be credited the paid leave days (excluding holidays) from the date of initial employment. The crediting of paid leave days shall be prorated for employees starting mid-year.

Employees, at the beginning of their probationary period, will be furnished with a packet of materials from central office that will help facilitate a successful probationary period for them. These materials could include: classification handbooks, a copy of the contract, information and opportunities regarding the Hepatitis B vaccination process, appropriate job-related Board policies and a copy of any work rules that apply to their employment with the district. At the conclusion of the probationary period, the Employer will furnish the employee with a copy of the Master Agreement and applications for insurance benefits.

2.5 REDUCTION IN WORK FORCE

A. DEFINITION

The word layoff shall mean a reduction in the number of bargaining unit employees, with recall rights.

B. REDUCTION PROCEDURE

In the event a position within the bargaining unit is eliminated, the following procedure will be used:

1. The Employer will identify the position being eliminated.

2. All remaining positions will be posted for bidding by the employees in the job classification.
3. An employee who, as a result of the elimination of a position finds no position remaining on the list for bidding, has the right to displace the least senior employee in another job classification covered by this agreement providing the employee is qualified and has more seniority in that classification than the displaced employee.
4. An employee who is on layoff shall have the right to apply for any vacancies outside the bargaining unit member's classification.
5. In the event that there is a layoff within the maintenance department, said layoff shall be made on the basis of seniority within the entire maintenance department. Specifically, the head maintenance leader position shall not be provided super-seniority making them exempt from layoff (e.g., If there is one position subject to elimination and the head maintenance person is the junior employee within the classification, then s/he will be the person laid off.

C. RECALL PROCEDURE

1. Employees shall be recalled in inverse order of layoff according to classification.
2. Notices of recall shall be sent by certified or registered mail to the last known address as shown on the Employer's records. The recall notice shall state the time and date on which the employee is to report back to work. It shall be the employee's responsibility to keep the Employer notified as to his/her current mailing address. A recalled employee shall be given at least five (5) calendar days from receipt of notice, excluding Saturdays and Sundays, to report to work. The Employer may fill the position on a temporary basis until the recalled employee can report for work providing the employee reports or make arrangements to report within the five (5) day period. Employees recalled to work for which they are qualified are obligated to take said work. An employee who declines recall to perform work for which he/she is qualified shall be considered terminated.

SECTION 3 - WORKING CONDITIONS

3.1 **ASSIGNMENTS**

A. JOB ASSIGNMENTS

Secretarial and paraprofessional assignments shall be made on the basis of seniority and qualifications relevant to the assignment. Maintenance job assignments within the bargaining unit, except the head maintenance person, shall be made on the basis of seniority. Vacant and newly created positions within the bargaining unit the Employer has determined to fill will be posted in conspicuous places for the applicable periods stated in paragraphs B, C, and D below. A position within the bargaining unit will be considered vacant if the employee holding that

position resigns, retires or otherwise terminates their employment, or is terminated for just cause in accordance with this Agreement, or is granted an assignment on which he/she bids. Any newly created positions within the bargaining unit shall be considered vacant until permanently filled.

B. SECRETARIAL AND PARAPROFESSIONAL VACANCIES

Any secretarial or paraprofessional vacancies shall be posted for seven (7) days. Said posting shall contain the current location and number of hours of the position. Vacancies shall be filled in accordance with the criteria in 3.1.A.

C. MAINTENANCE PERSONNEL VACANCIES

1. Notice of any vacancy shall be posted in each building's maintenance personnel room at least seven (7) calendar days before said vacancy is permanently filled.
2. Any vacancy that occurs on the maintenance personnel staff, except head maintenance person, shall be filled on a seniority basis.
3. The Board agrees to consider filling the head maintenance person vacancies from presently employed maintenance personnel but is not required to do so.
4. Any part-time position that becomes a permanent full time position shall be posted as
a newly created position.

D. SUMMER VACANCIES

The District shall post vacancies that occur in this bargaining unit during the summer months for ten (10) days. Furthermore, the District will mail postings of vacancies that include bargaining unit positions to bargaining unit members who leave stamped self-addressed envelopes with the Central Office. A copy will be mailed to the President of the Association.

E. TEMPORARY ASSIGNMENT

Temporary assignment of substitutes within the bargaining unit shall not exceed four (4) weeks unless mutually agreed to be extended between the Employer and the Association's Executive Board. Persons serving as substitutes to fill temporary assignments and later hired by the Employer for the exact position shall have those days worked in the previous 12 months credited for purposes of fulfilling the probationary period requirements outlined in Section 2.4.

3.2 WORKING CONDITIONS

A. SAFETY

The Employer shall assign work in compliance with applicable statutes and governmental regulations relating to the safety of the person or the equipment.

B. WORKER COMPENSATION

Employees shall be covered by workers' compensation insurance under Michigan's Workers' Compensation law. Any employee who is absent because of an injury or disease compensable under the Michigan Workers' Compensation law, shall not have his/her accumulated sick leave days reduced while receiving pay through Michigan Workers' Compensation.

C. PHYSICAL PROTECTION

Employees may protect themselves, other employees, teachers, administrators, or students, from attacks, physical abuse or injury, or may prevent damage to school district property.

D. LEGAL PROTECTION

If any employee is subject to legal action by reason of an action taken by the employee within the scope of employment as defined by Board of Education and administrative policies, the Employer shall provide legal counsel for the defense of the employee, with the following conditions:

1. The Employer retains the right to name legal counsel, and to determine length of appeals, if any.
2. It is agreed that the employee must assist the named legal counsel in all possible ways.
3. The employee has the right to retain legal counsel at the employee's expense.
4. Time lost by an employee in connection with any incident mentioned above shall not be charged against the employee unless the employee is found negligent by a court of law, in which case the Board shall not be obligated to compensate the employee for time lost.
5. Time lost by an employee for appearance as a subpoenaed witness in any judicial or administrative proceeding arising out of the employee's employment shall not be charged against the employee if his/her appearance as a witness shall serve the interests of the Board.

E. MEDICALLY FRAGILE STUDENTS

Employees who are required to serve medically fragile students shall be provided appropriate training to deal with the special needs of the assigned student. Such training shall be at the district's expense and at the employee's regular hourly rate. The parent or the legal guardian of the child will sign a statement acknowledging that a lay person is performing such services and that this is permissible with the parent or legal guardian.

F. JOB DESCRIPTIONS

Changes in job descriptions will not be implemented without prior discussion with the Association. The parties agree to meet to discuss job description changes within a classification at least thirty (30) days prior to implementation of new ones. New job descriptions shall be distributed to all affected bargaining unit members within a classification and to all new bargaining unit members in that classification when hired by the district.

The Board will provide reasonable notification to the Association prior to changing minimum requirements for job descriptions within a classification and provide reasonable training opportunities for those employees within the Association who wish to participate in upgrading their skills.

G. SCHOOL IMPROVEMENT

The parties do hereby mutually agree that the school improvement process currently in effect will continue. Any plan developed by the committees shall not be in conflict with the master agreement or board policy.

H. DISPENSING MEDICATION

If employees are required to administer medication to students the following conditions will be met:

1. The parents or legal guardians have given prior written approval for the administration of medication through school personnel;
2. The aforementioned permission is accompanied by written instruction from the attending physician or pharmacist.
3. The medication will be in a current prescription bottle.
4. Prior training is provided by the parents or legal guardians with regard to medication protocol, equipment and procedures when deemed necessary.
5. The medication and necessary equipment is delivered to the school site by the parents, legal guardians or an adult.
6. A dispensation log is maintained.
7. The medication will be dispensed by an employee designated by the employer. If the designated person is a member of the bargaining unit another adult witness shall be present and an alternate will also be assigned. Both (2) adults and the student will sign the dispensation log.

The employer shall indemnify and save harmless from any liability, employees who administer medication to pupils when directed to do so by school supervisory personnel, provided they have acted in a reasonable manner and followed the above conditions.

It is expressly understood that members of the bargaining unit will not deviate from this policy.

3.3 DISCIPLINE

A. JUST CAUSE

Employees shall be disciplined (including warnings, reprimands, suspensions, reductions in rank or occupational advantage, discharges, or other actions of a disciplinary nature) only for just cause. Discipline shall be subject to the grievance procedure.

B. In the case of dismissal, demotion, discharge or suspension of an Employee, the Association President shall be advised of the reasons for such action as soon as reasonably possible. Written notification of dismissal, suspension or other disciplinary action shall be sent to the Employee and the Association. Causes which shall be deemed sufficient for suspension, demotion, dismissal or other disciplinary action include, but are not limited to the following:

1. Unauthorized excessive absence from work
2. Conviction of any criminal act that would damage the employee's effectiveness in the position they currently hold
3. Incompetence
4. Insubordination
5. Bringing intoxicants into or consuming intoxicants on any school property or reporting for work under the influence of intoxicants of any kind in any degree whatsoever
6. Willful damage to school property, waste, or misappropriation of school supplies or equipment.
7. Deliberate falsification of records and reports

C. REPRESENTATION

An employee shall be entitled to have a representative for any disciplinary matter or when a discussion could result in disciplinary action being taken. The employee shall be advised by the Employer of the right to representation under this provision of the Agreement.

D. No suspension shall be effective for a period of more than ten (10) working days without the approval of the Board of Education.

E. A "demotion" shall be defined as a reduction in pay and shall not include involuntary transfers not subjecting the Employee to any reduction in pay. Involuntary transfers may occur with mutual agreement between the Board of Education and the Association.

F. The Board agrees that Employees shall not be disciplined, dismissed, demoted, or reduced in compensation without "due process" – Provided that the first ninety (90) workdays of employment all new employees shall be deemed "probationary employees", and dismissal of any

such employee prior to completion of his/her probationary period shall be made at the sole discretion of the Board and shall not be subject to appeal under this Agreement.

The following progressive discipline system shall be the normal practice of the Employer, except as the seriousness of the offense in the opinion of the Board shall otherwise require:

1. Discussion of the problem with the employee
2. Verbal written by supervisor
3. Written reprimand by supervisor and placed in the employee's personnel file
4. Suspension at half pay (employee does not report to work)
5. Suspension without pay
6. Discharge/ dismissal

G. Employees may submit a written statement of objection to the imposition of any of the above disciplinary sanctions, specifically stating any reasons why the disciplinary sanction should not be imposed, and such statement shall be included in the Employee's personnel file.

H. When the Board or its designee is investigating a complaint of such a serious nature that in Board's or its designees' opinion, the Employee should be removed from the workplace, such Employee shall be given a paid leave until the investigation is complete.

3.4 PHYSICAL ABILITY

A. FREEDOM FROM TUBERCULOSIS

All personnel, at their expense, shall show proof of freedom from active tuberculosis within fourteen (14) days of starting employment, and shall continue to do so annually, or less frequently, as required by the Employer.

B. EXAMINATIONS

The Employer reserves the right to require that an employee submit to a physical and/or psychological examination by qualified persons(s), in which case the Employer is entitled to all information relevant to job performance. If such person declares an employee is unable to fulfill his/her assigned obligations, the employee may request another examination to be performed by some other qualified person designated by the Employer. The Employer shall bear the full cost of these examinations, other than annual physicals.

3.5 LUNCH AND BREAK TIMES

All secretaries and paraprofessionals who work at least five (5) hours per day will have a continuous uninterrupted unpaid lunch period of at least thirty (30) minutes and no longer than 45 minutes per day. They shall also receive a fifteen- (15) minute relief period in the morning and in the afternoon.

The Board will attempt to provide maintenance personnel with an uninterrupted unpaid lunch break of at least thirty (30) minutes. They shall also receive one (1) fifteen- (15) minute relief

period during the first half of their shift and one (1) fifteen (15) minute relief period during the second half of their shift.

An employee must be scheduled for a minimum of five (5) hours of work within a given work day before they can be required to take an unpaid lunch period. Additionally it is understood that all lunch periods shall be duty free. If they are not duty free, then they shall be paid lunch periods.

SECTION 4 - LEAVES

4.1 PAID LEAVES

A. SICK/FUNERAL LEAVE

At the beginning of each classification's work year employees shall be credited with six (6) days of sick leave. The remaining six (6) days - for school year employees - and the remaining seven (7) days - for calendar year employees - shall be accrued at a rate of one (1) day per each month worked, until all eligible days have been earned (e.g., if an employee starts the work year in September, then October 1st they will receive an additional sick day. If they work in October, then they will receive their second additional sick day on November 1st etc. This accounting shall continue until all additional days have been earned. If an employee is hired after the start of a classification's year, their days will be prorated based on the percentage of time remaining in that work year. New hires will receive ½ of their prorated days upon hire and will earn the remaining days for which they are eligible in the same manner outlined above.). The unused portion of such allowance shall be accumulative to one hundred eighty (180) days. An employee who is paid less than one hundred eighty (180) days in a year shall be credited a prorated share of the twelve (12) or thirteen (13) days. Leave days may be used for the following:

1. Personal Illness or Disability - The employee may use all or any portion of leave days accumulated to recover from illness or disability, which shall include childbirth and complications of pregnancy.
2. Illness of an Immediate Family Member - The employee may take a maximum of five (5) days per illness of an immediate family member. In the event of serious or critical illness of a spouse, son or daughter, or other dependents that require the employee's presence beyond the five (5) days, an attending physician's note will be required.
3. Death in the Family - The employee may use days reasonably necessary in case of death in the immediate family
4. Death of Close Friends or Relatives Outside the Immediate Family - No more than three (3) days including travel to attend the funeral of a close friend or relative outside the immediate family.

B. PERSONAL BUSINESS LEAVE

An employee may take two (2) days to be used for personal business reasons. An employee must request use of a personal day at least one (1) day in advance, in writing, except in emergency situations. Personal business days may be used to attend functions of immediate

family members such as, but not limited to, field trips, college graduation ceremonies, or other school activities. Personal business days shall not be used in situations for which leave is provided under this Agreement, nor to extend vacations, holidays, or travel related thereto, nor for purposes related to a second income or seeking other employment or recreation. If necessary, the Employer may limit the number of employees taking personal business leave on any day. If, for any reason, an employee is unable to use the aforementioned personal days within the applicable contract year, then all unused days shall be converted to sick leave days and will be added to the employee's sick leave accruals.

C. COURT APPEARANCE

Leave with pay not deductible from sick leave or personal leave shall be granted for court appearances in any case connected with the employee's work when the Union is not a party to the litigation. Paid leave of absence will be granted for jury duty, but any compensation received by the employee in the form of witness fees or jury pay, excluding expense reimbursement, will be given to the Employer to offset wages paid.

D. UNUSED SICK DAYS

When an employee who has ten (10) years' service in the district retires or resigns from the district, the employee shall receive a final payment of twenty dollars (\$20.00) for each accumulated unused sick leave day up to a maximum of one hundred eighty (180) days. A death benefit of \$500.00 or \$20.00 for each accumulated unused sick day, whichever is greater, shall be paid to the estate of an employee within thirty (30) days of death.

E. ATTENDANCE INCENTIVE

1. School Year Employees

On an annual basis, an additional amount of salary shall be granted for any employee whose absence for paid leave or personal leave does not exceed the following:

0 days - \$150	1 day - \$100	2 days - \$75	3 days - \$25
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2. Twelve Month Employees

On an annual basis, an additional amount of salary shall be granted for any employee whose absence for paid leave or personal leave does not exceed the following:

0 days - \$200	1 day - \$150	2 days - \$100	3 days - \$50
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F. RETURN FROM EXTENDED PERSONAL ILLNESS OR DISABILITY LEAVE

An extended personal illness or disability leave shall be defined as twenty (20) or more consecutive workdays. Employees returning from such leave may be required to certify their ability to return to work at least five (5) working days prior to the requested date of return.

G. ASSOCIATION LEAVE

At the beginning of every school year, the Association shall be credited with fifty (50) Association hours to be used by officers or agents of the Association to conduct Association business. The Association President must notify the Superintendent at least forty-eight (48) hours in advance of a member taking such leave. The Association will pay the cost of substitutes.

4.2 UNPAID LEAVES

A. LEAVES OF ABSENCE

Leaves of absence for reasonable periods not to exceed one (1) year may be granted upon request for:

1. Serving in any public position.
 2. Maternity and child care leaves. Such leave may be extended for a reasonable period of time at the discretion of the supervisor.
 3. Extended illness (physical or mental) beyond accumulated sick leave.
 4. Prolonged illness in the immediate family.
 5. Educational leave without pay for a period up to an academic year for each employee who wishes to attend school as a full-time student.
 6. Short-term personal leave.
 7. Military leave.
 8. Other leaves approved by the Superintendent.
- Benefits shall not accrue during an unpaid leave.

B. APPLICATION FOR LEAVE OF ABSENCE

An application requesting a leave of absence pursuant to this Article must be submitted to the Superintendent no later than three (3) weeks prior to the time the leave is to commence. Exceptions shall be made under extenuating circumstances. The Board reserves the right to limit to a reasonable number the employees on leave at one time. The request for the leave of absence must be in writing setting forth the reasons for the leave of absence and the anticipated length of time; and if requested, verification shall be submitted. Any extensions for leaves of absence shall be handled the same as the request for the regular leave.

In instances of unpaid absence caused by non-health related conditions (e.g., vacation trip and/or for personal reasons not covered in Section A of this article), the employee may take a total of five (5) unpaid days off before becoming responsible for the employer's share of the per diem cost of health insurance. On the sixth and succeeding such days the employee shall be responsible for the Board of Education's portion of the per diem cost of the health insurance premium while on unpaid leave of absence.

C. RETURNING FROM LEAVE

Employees returning from a medical leave of absence may be required to certify their ability to return to work at least five (5) working days prior to the requested date of the return. Employees returning from leave will generally fit into one (1) of three (3) categories. They are:

1. Returning Early: Employees returning early from leave of absence must submit a request to return to work in writing. Employees returning early from leave other than medical leave must wait for the next available position opening within their classification.
2. Returning on the Planned Date: Employees returning on the planned date will be placed in the position they left, if that position still exists. If the position does not exist they will be placed in a position which their relevant job related qualifications and seniority allow them to occupy. Should this cause another senior employee to be displaced, the provisions of Section 2.5 B.2. and B.3. shall be followed.
3. Returning after the Planned Date: Employees returning after the planned date must apply for an extension as described in Paragraph B. of this Article.

D. FAILURE TO RETURN

Failure to return from an approved leave on the agreed upon date shall mean the employee has voluntarily terminated his/her employment with the Employer.

E. MAINTENANCE OF BENEFITS

Employees who desire to maintain their health care benefits during the period of the leave may do so by arranging to pay monthly in advance the cost of the premium to the Employer. The parties expressly recognize that it is the employee's responsibility to have the money in the business office in advance of the scheduled date of premium payment. Failure of the employee to do so shall result in the loss of health care coverage except in emergency situations approved by the Superintendent or his/her designee. It is understood by the parties that the employee may qualify under the Family and Medical Leave Act of 1993 for paid health care benefits for up to twelve (12) weeks while on unpaid leave.

F. FAMILY MEDICAL LEAVE

Pursuant to the Family and Medical Leave Act of 1993, an employee who has been employed at least twelve months and worked at least 1,250 hours during the prior twelve-month period is entitled to twelve (12) work weeks of leave during any twelve-month period without pay but with group health insurance coverage maintained for one of the following reasons:

1. Due to the birth of the employee's child in order to care for the child;
2. Due to the placement of a child with the employee for adoption or foster care;
3. To care for the employee's spouse, child, or parent who has a serious health condition; or
4. Due to a serious health condition that renders the employee incapable of performing the functions of his or her job.

4.3 VACATIONS (Twelve-Month Employees)

- A. After 12 months employment the employee is eligible for five (5) days vacation. Thereafter as follows:
- | | |
|------------------------------|---------|
| After two (2) years | 10 days |
| After five (5) years | 15 days |
| After twelve (12) years | 20 days |
| After twenty-five (25) years | 25 days |
- B. The number of vacation days will be reduced on a pro-rata basis reflecting unpaid leave taken during the preceding twelve (12) month period.
- C. Vacation time shall not be accumulative from one year to the next. Employees will be paid for unused days at their daily rate for each accumulated day unused. Payment for unused days shall not exceed one-half (1/2) the yearly accumulated amount.
- D. Vacations taken by twelve-month employees shall be scheduled with the mutual agreement and approval of the employee and the Superintendent or his designee. Applications for vacation must be filed with the Director of Operations at least two (2) weeks before the vacation is to begin except in cases where the employee is asking for less than three (3) days' vacation.
- E. Holidays occurring during vacations taken by employees shall not be charged against the vacation allowances.
- F. Upon transfer to a position requiring fewer working hours or weeks of employment, employees shall receive any unused vacation allowance at the rate of pay received by them at the time the allowance is earned.
- G. In the event of the death of an employee covered under this Agreement, all accruals from unused vacation time due the employee will be paid to his estate. If an employee retires, resigns, or is terminated for any reason, other than layoff, he/she will receive pay for any unused vacation including that accumulated in the current year, provided the employee gives the Board two (2) weeks notice of his/her intent to leave. In case of layoff, no advance notice is required.

Pay for unused vacation shall be determined by taking the yearly amount of vacation days, dividing that number by the number of pay periods in that year, multiplying that number by the number of pay periods worked and then subtracting the number of used vacation days from that number.

Example: Employee X is entitled to 15 days of paid vacation, X works through 11 pay periods or of a 26 pay period year, and X used 3 vacation days. X is entitled to: $(15 \text{ vacation days} / 26 \text{ pay periods}) (11 \text{ pay periods}) = 6.35 \text{ vacation days earned} - 3 \text{ vacation days used} = 3.35 \text{ vacation days unused}$.

4.4 HOLIDAYS (Twelve-Month Employees)

Employees shall receive full day pay for the following days and shall not be required to work on these days:

New Years Day

Thanksgiving

Good Friday
Memorial Day
Independence Day
Labor Day

Day after Thanksgiving
Day before Christmas
Christmas Day
One day in July to be scheduled by
the employee and approved by the
Employer.

4.5 HOLIDAYS (School Year Employees)

Employees shall receive full day pay for the Thanksgiving Day and the day after Thanksgiving but shall not be required to work on these days, provided that the employee was at work on the scheduled work days before and after Thanksgiving unless their absence is excused with a doctor's note which indicates that the employee was unable to work on the scheduled day in question.

4.6 WORK APPAREL (Maintenance Personnel)

A. Uniform allowance will be \$350.00 annually with 50% paid in July and the remaining difference between the uniform cost and semi-annual payment to be reimbursed in January. The supervisor determines the need for additional uniform purchases with his/her determination being final.

B. In order to qualify for the work apparel allowance the employee must work at least sixteen (16) hours in that week, or receive paid benefits of sixteen (16) hours in that week. Absences not to exceed six (6) months of paid benefits shall entitle the employee to the allowance. Employees on paid benefits exceeding six (6) months shall not receive the weekly allowance for the weeks beyond that point in time.

SECTION 5 - WAGES AND BENEFITS

5.1 WAGES AND REIMBURSEMENT

A. REGULAR WAGES

The Employer may alter the work schedule to the extent the Employer determines necessary to comply with applicable local, state or federal laws or regulations; the availability of utilities; or for other circumstances beyond the control of the Employer, except that in this latter regard if school is closed by reason of adverse weather or other emergency and employees are not requested to come in to work, they shall receive their regular rate of pay for such days up to two (2) days. If an employee is required to work on either of these days he/she shall be paid at the regular rate. Central Office will make determinations on a district wide basis as to when secretaries may depart on days when school is closed early due to inclement weather. The District shall attempt to release secretaries no later than one (1) hour after the buses depart.

It is expressly understood by the parties that the practices on snow days, Act of God days, and snow day delays that have been used by the district in the previous contracts of the bargaining unit members will be the continued practice for this Agreement. Secretaries will not report for work on snow days. Secretaries will be paid for the first two (2) snow days. Furthermore, it is understood by the parties, that secretaries will not be paid for snow days after the first two (2).

Secretaries will report for work one (1) hour later on days in which the delay of school is announced as a one (1) hour delay and the appropriate number of hours if the delay is greater than one (1) hour.

B. EMPLOYEE TRAINING

Employees will be paid their regular hourly rate while in attendance at classes required by the Employer or the State of Michigan. The employer may make available mandatory training by classification. All bargaining unit members shall attend training when notified at least fifteen (15) days prior to the training. Employees will be paid their hourly rate while attending such training. In the event of an emergency the employee may be excused with prior consent of the superintendent or his/her designee.

C. MILEAGE

Employees will be reimbursed at the IRS rate per mile when they are required to drive their own vehicles on official school business at the request of their supervisor.

D. WAGE SCHEDULE

The present high school secretary's hourly wage will be grandpersoned at 33 cents above the appropriate step on the secretarial wage track.

E. SALARY ADVANCEMENT

The parties agree that all employees shall have their pay rate adjusted to the next step on July 1 of each year until Step six (6) is reached. This does not apply to longevity which is outlined in Section 5.1, Paragraph L.

F. Work Assignment - Any Employee asked by a Supervisor to temporarily (minimum one (1) day) assume the duties of another Employee will be paid on the employee's step in the new Classification. An Employee's pay rate shall not be reduced by any temporary change in duties or because of any involuntary transfer.

G. All overtime worked by maintenance personnel shall be paid at the rate of time and one-half per hour over forty (40) hours per week or eight (8) hours per day. There shall be a minimum guarantee of twenty dollars (\$20.00) for each call in when such overtime is not an extension of regular hours when the maintenance person is already on the job, such as services provided for community or school groups at times when a maintenance person is not regularly scheduled.

H. Any overtime worked on a Sunday outside of an employee's normal scheduled hours, or on a listed holiday shall be paid at two (2) times the employee's base pay.

I. All overtime shall only be worked and paid for when authorized by the Superintendent or his designee.

J. LONGEVITY

After ten (10) years of service employees shall be entitled to longevity pay. The employee shall notify the district in writing of his/her anniversary date, at least two weeks prior to the date. Adjustments in pay, from the anniversary date forward, will occur in the next pay period after receipt of notification. No retroactive payment will be made. If written notice is not received at least two weeks prior to the anniversary date, approved longevity pay increases will begin the next pay after written notice is received. Longevity shall be paid on the following basis:

<u>In Years</u>	<u>Additional Cents per Hour</u>
11-15 years	\$0.28
16-20 years	\$0.43
21-25 years	\$0.58
26 years or more	\$0.73

These additional stipends are not cumulative. They are in addition to the top step on the relevant salary schedule.

5.2 EMPLOYEE BENEFITS

Employees in this bargaining unit who are husband and wife whose combined hours per year are 2080 or more shall elect both Plan A and Plan B which shall be fully paid by the employer. The employer will pay up to \$12,500 per year* for all employees that are scheduled to work 6.5 hours (or more) per day. The balance of the premium will be paid by the employee. The amount of the premium contribution shall be \$1041.67 per month by the employer, and the balance of the remaining premium will be divided by the number of pay periods the employee will be paid in the contract year and that amount shall be deducted from their pay each pay period.

*If the annual per employee premium falls below \$12,500 per year, then the employer's contribution shall be adjusted to the new amount.

The Association has the right to instruct the employer to make plan changes in coverage one time per contract year. This notification must be in writing and signed by the BCC ESP Executive Board.

2009 – 2010 Plan A, for bargaining unit members needing health insurance:

Health: MESSA Choices II \$10/\$20 co-pay, \$100/ \$200 deductible and \$20 office visit copay.
LTD: 60.00%, 120 Calendar Day Modified Fill, Pre-existing Condition Waiver, \$2500.00 monthly maximum on Benefits, Alcohol/Drug and Mental/Nervous-two years, Maternity Coverage, Freeze on offsets
Negotiated Life: \$10,000 with AD&D
Vision: VSP-2
Dental: Delta Dental, Class I, II, III, +Max, 60/60s/50: \$1000, Class IV + Max, 60: \$600

Plan B: (for bargaining unit members not electing health insurance):

LTD (same as plan A)

Negotiated Life: \$15,000 with AD&D

Vision: VSP3+

Dental: Delta Dental, Class I, II, III, + Max, 60/60s/50: \$1000 Class IV + Max,
60: \$600

In addition, each bargaining unit member choosing Plan B shall receive a monthly cash in lieu of insurance payment from the board based on the number of hours worked per day as follows:

8 hours per day	\$300/month
7.5	\$280/month
7	\$260/month
6.5	\$240/month

Employees of the Benzie County Central Schools who are husband and wife whose combined hours per year are 2080 or more are not eligible for the "cash in lieu of" option.

5.3 PART-TIME EMPLOYMENT (Maintenance Personnel)

- A. A part-time employee is a person who is scheduled to work 1560 hours or less in a work year.
- B. Before a part-time position is filled, twelve (12) full-time positions shall be filled. It is further understood by both parties that the twelve (12) positions are continuous 8 hour shifts and will not become "split-scheduled" (i.e. 6-10 a.m. & 3-7 p.m.)
- C. Overtime shall be offered to full-time employees before a part-time employee is scheduled for that work.

Overtime shall first be offered to the most senior maintenance person in the building here the overtime is available, then to maintenance personnel by district-wide seniority (most senior to least senior). If a volunteer is not available, then the additional hours shall be offered to part-time personnel. If no one accepts the offer of additional hours, then the supervisor will mandate the most junior employee to work said hours (unless that employee is on approved leave—then the second most junior employee shall be mandated, etc.
- D. Part-time employees shall be paid as per the salary schedule.
- E. Part-time employees shall earn Leave of Absence benefits the same as full-time employees on a pro-rata basis.
- F. Part-time employees working six (6) hours/day shall receive 90% for single, or 80% for full family, and prorated amounts for hours over six (6) per day.
- G. Part-time employees shall receive their normal day's pay for paid contractual holidays allotted to the full-time maintenance personnel provided the employee is scheduled to work the day immediately before or the day immediately after the holiday.

H. When additional staff is needed in a building, part-time positions shall first be made full time.

5.4 FULL TIME EMPLOYMENT

A. Full time shall be defined as eight (8) hours per day, 260 days per year.

WAGES

	2008 - 2010
Secretary	
1	\$10.75
2	\$11.19
3	\$11.53
4	\$11.91
5	\$12.24
6	\$12.72

Paraprofessional	
1	\$10.80
2	\$11.29
3	\$11.64
4	\$12.03
5	\$12.38
6	\$12.72

Maintenance Personnel	
0	\$12.58
1	\$13.05
2	\$13.53
3	\$14.02
4	\$14.49
5	\$14.97
6	\$15.52
Leader	\$15.68

Afternoon shift premium: \$.20 per hour
Evening shift premium: \$.30 per hour

Wages shall remain at the 2007-2008 pay rates through the 2009-2010 contract year, except the secretaries at step six of the pay schedule shall be paid the same hourly rate as the step six paraprofessionals (i.e., \$12.72 per hour). The one position that currently exceeds said pay rate shall be frozen at the current pay rate (\$12.92/ hour + longevity) unless or until the step six wages exceed that rate of pay.