

MASTER AGREEMENT

BETWEEN THE

ROGERS CITY AREA SCHOOLS

BOARD OF EDUCATION

AND THE

ROGERS CITY ESP/MEA/NEA

1997-98, 1998-99, 1999-2000

Rogers City Area Schools

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ARTICLE I

PURPOSE

- A. This Agreement is negotiated pursuant to the Public Employment Relations Act, Act No. 336 of the Public Acts of 1947 as amended, to establish the terms and conditions of employment for the members of the bargaining unit herein defined.
- B. This Agreement shall constitute the full and complete commitments between both the District and the Association and may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of these parties in written and signed amendment to this Agreement.
- C. The provisions of this Agreement shall constitute a binding obligation of the parties for the duration hereof, or until changed by written, mutual consent. Any previously adopted policy, rule, or regulations of the parties which is in conflict with a provision of this Agreement shall be superseded and replaced by this Agreement.

ARTICLE 2

RECOGNITION

- A. Pursuant to Act 379, Public Acts of 1965, the Board of Education of the Rogers City Area Schools of Rogers City, Michigan (hereinafter referred to as the District) recognizes the Michigan Education Association/NEA (hereinafter referred to as the Association) as the exclusive bargaining agent for employees of the Board (hereinafter referred to as Employees) in the bargaining unit. The positions within the bargaining unit include all aides, custodial/maintenance, food service, and transportation employees.

Excluded from the unit are probationary, supervisory and substitute employees. Supervisory personnel who perform bargaining unit work are not bargaining unit members and will not be incorporated on the seniority list except as required under Article 6(E).

- B. The term employees, when used hereinafter, in this Agreement shall refer to all bargaining unit members.

ARTICLE 3

BOARD RIGHTS

Except as may be limited by this Agreement, the District retains exclusively all its legal, customary and normal functions of management of the affairs of the District including, but not limited to:

1. determination of the number and types of schools and the location, schedules, work methods,
2. the hiring, transfer, promotion, demotion, and suspension of its employees,
3. the establishment and enforcement of rules to maintain efficiency of and discipline among its employees
4. and the suspension, discipline, and discharge of its employees.

ARTICLE 4

EMPLOYEE RIGHTS

- A. The Association and its members shall have the right to use school buildings and facilities for Association business at no cost, provided advance notification of such use is made to the administration and facilities are available.
- B. The District agrees to furnish to the Association in response to written requests information necessary to enable the Association to properly maintain and bargain an Agreement, with the understanding that the District will not be obligated to compile statistical information not previously compiled.
- C. An employee shall at all times be entitled to have present a representative of the Association when he/she is being reprimanded, warned or disciplined for any improper conduct, unsatisfactory job performance or for a violation of work rules.

In all cases the Association must be notified in writing within ten work days that a written reprimand has been placed in the employee's file.

- D. An employee shall have the right to review his personnel file, with the exception of initial references, upon appropriate notice to the administration and to have a representative of the Association accompany him in such review.

Each personnel file shall contain written documentation of such reviews.

Other examination of an employee's file shall be limited to qualified supervisory personnel.

- E. No evaluative or disciplinary material will be placed in an employee's personnel file unless the employee has reviewed and signed said material. Said signature is not to be interpreted as agreement with the content of the material. The employee may submit a written notation regarding any material and it shall be attached to the material.

Complaints that are placed in the personnel file shall contain the name of the complainants and administrative action taken, if any.

- F. The District will not discriminate against any employee with respect to wages, hours, or any terms or conditions of employment.

The District will not discriminate for reasons of sex, age, marital status or residence.

- G. An employee may use such physical force as is necessary to protect himself, a fellow employee, a teacher, an administrator or a student from attack, physical abuse or injury or to prevent damage to district property.
- H. The District shall support and assist employees with respect to the maintenance of control and discipline of students. The District shall take reasonable steps to help the Employee in respect to students who violate rules and regulations.
- I. At the onset of each school year, employees will be provided with copies of the student handbooks.

ARTICLE 5

NEGOTIATIONS

- A. Prior to the expiration of this Agreement, the parties shall begin negotiations for a new Agreement covering wages, hours, and conditions of employment.
- B. If any provisions of the Agreement or any application of the Agreement to any employee shall be found contrary to law, then such provision or application shall be deemed null and void, but all other provisions or applications shall continue in full force and effect. Furthermore, the provisions of such law shall supersede, to the extent of the conflict, the

provisions of this Agreement and shall govern the relation of the parties hereunder.

In the event that any provision of this Agreement shall be deemed null and void, then the parties to this Agreement shall meet to negotiate the affected language.

ARTICLE 6

SENIORITY

- A. Probationary employees shall have no seniority until the completion of a sixty (60) working days probationary period at which time their seniority shall revert to their first day of work.
- B. Seniority shall be defined as the length of continuous service to the District as a regular employee within any of the following classifications from the employee's last date of hire within the classification:

- Library Aides
 - Teacher Aides
 - Detention Aide; Study Hall Aide; Noon Duty Aide
 - Custodial
 - Maintenance
 - Food Service
 - Bus Driver
 - Bus Mechanic*

- * In the event the Bus Mechanic position is eliminated, the Bus Mechanic will be permitted to displace a Maintenance employee using the seniority accumulated as a Bus Mechanic.

Employees authorized under Article 6(C) to work in more than one classification shall accumulate seniority simultaneously in both classifications.

- C. The District will distribute an updated seniority list each year by October 1.

Employees must notify the Business Office within ten (10) work days or the list shall be deemed correct for purposes of implementing this Agreement for the year. Any disputes identified during the ten (10) day period which are not resolved will be subject to the grievance procedure.

A copy of the seniority list and subsequent revisions will be provided to the Association.

- D. Seniority shall be lost by an employee upon termination, resignation, or retirement.
- E. An employee who leaves the bargaining unit to become a supervisor will have one (1) year to make a decision on staying a supervisor or returning to the unit with full retention of seniority in the unit. If after one (1) year the employee does not return to the unit, the employee retains only those seniority rights possessed at the time of leaving the unit.

ARTICLE 7

REDUCTION IN HOURS, LAYOFF, AND RECALL

- A.
 - 1. Layoff shall be defined as a reduction in number of employees in the work force beyond normal attrition.
 - 2. The layoff procedures in this Article will only be applied to a reduction in an employees work hours where the reduction was instituted subsequent to July 1, 1997 and the reduction exceeds two (2) hours per day in a single fiscal year (July 1 to June 30). The recall provisions will not be applied where an employees hours have been reduced.
 - 3. If as a result of Article 9(H) an employee is maintaining more than one position (defined for purposes of this subsection as the individual job titles in Article 19) and one of the positions is eliminated but the hours lost do not fall within the provisions of Article 7(A)(2), the impacted employee(s), if qualified and subject to having more seniority, will be reassigned to another position with the same job title occupied by the least senioreed employee, provided the reassignment does not conflict with other assignment(s) maintained by the employee or schedule the employee for over eight (8) hours in the day.

By way of example, if a Noon Duty Aide position at the high school is eliminated, the least senioreed of the Noon Duty Aides at the high school will lose his/her Noon Duty Aide position. This individual will be reassigned to the noon duty aide position held by the least senioreed noon duty aide within the district if the hours compatible with the remaining portion of the employees assignment and the daily schedule remains below eight (8) hours.

- B. No employee shall be laid off pursuant to a reduction in the work force unless said employee shall have been notified in writing of said layoff at least twenty (20) days, when

possible, prior to the effective date of the layoff.

- C. No employee shall be reduced in hours unless said employee shall have been notified in writing at least five (5) days, when possible, prior to the effective date of the reduction in hours.
- D. In the event of a reduction in the work force, the Employer shall first lay off probationary employees within the classification(s) being reduced, then the least senior employee(s) within the classification(s) being reduced.

Employees who have been affected by a reduction in the work force shall have the right to assume any position within the same classification (with the possible exception of the position of bus mechanic) which is held by a less senior employee.

A non-probationary employee who is scheduled to be laid off because he/she cannot maintain a position within his/her classification (See Article 6-C), may displace an employee in another classification where he/she has frozen seniority provided he/she is qualified to perform the work.

- E. In no case shall a new person be employed while there are laid off employees who are eligible for recall and who are qualified for the position.
- F. An employee who has been laid off shall, upon written application, be granted priority status on the substitute list according to seniority (if qualified).
- G. An employee who has successfully completed the probationary period within a classification shall be deemed qualified for any position in that classification, except for the positions of mechanic.
- H. Employees shall be recalled by certified mail in the inverse order of seniority to positions within the classification from which he/she was laid off (or a classification where he/she has accumulated seniority pursuant to Article 6-C) for which he/she is qualified.

It shall be the employee's responsibility to keep the District notified as to his current mailing address and to apply in writing for a position.

A recalled employee shall be notified in writing and given five (5) calendar days from receipt of notice, excluding Saturdays and Sundays, to report to work. The District may fill the position on a substitute basis until the recalled employee can report for work providing the employee reports

within the five (5) day period.

An employee who declines to apply for or to accept recall to perform work for which he is qualified shall forfeit his seniority rights to the position and the District shall recall the next most senioreed employee(s) until the position is filled.

- I. Employees on layoff shall retain their seniority for purpose of recall for a period of two-and-one-half (2-1/2) years.
- J. Unless otherwise specified in this Agreement, qualifications are to be determined by the District provided they are consistent with the job description and E.E.O.C. Guidelines.

ARTICLE 8

GRIEVANCE PROCEDURE

- A. A grievance is defined as a claim or complaint by an employee or group of employees or the Association that there has been a violation, misinterpretation, or misapplication of any provision of this Agreement.
- B. INFORMAL LEVEL: When a cause for complaint occurs, the affected grievant(s) shall, within ten (10) days of the cause of the alleged grievance, request a meeting with his immediate supervisor in an effort to resolve the complaint.

The Association may be notified and a representative thereof present with the employee(s) at such meeting.

If the employee is not satisfied with the result(s) of the meeting, he may formalize the complaint in writing as provided hereunder.

FORMAL LEVEL 1: If a complaint is not resolved in a conference between the affected employee and his immediate supervisor, the complaint may be formalized as a written grievance.

A formalized grievance shall be submitted, in writing, within ten (10) days of the meeting between the supervisor and the affected employee(s). A copy of the grievance, signed by the grievant and the Association, shall be submitted to the immediate supervisor.

The immediate supervisor shall, within ten (10) days of the receipt of the grievance, render a written decision. A copy of this decision shall be forwarded to the grievant(s) and the Association.

FORMAL LEVEL 2: If the Association is not satisfied with the disposition of the grievance at Level 1 or if no disposition has been made within five (5) days of receipt of the grievance, the grievance shall be transmitted to the Superintendent or designee.

Within five (5) days after the grievance has been submitted to the superintendent, the Superintendent or designee shall meet with the Association on the grievance.

The Superintendent or designee, within five (5) days after the conclusion of the meeting, shall render his/her written decision thereon with copies to the Association and the grievant(s).

FORMAL LEVEL 3: If the Association is not satisfied with the disposition of the grievance at Level 2, or if no disposition has been made within the period above provided, the Association may, within ten (10) days of the conclusion of Level 2, submit the grievance to arbitration before an impartial arbitrator.

The arbitrator shall be selected by the American Arbitration Association in accord with its rules which shall likewise govern the arbitration proceeding.

Neither the district nor the Association 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 paid by the losing party. When the arbitration of two or more issues results in a split decision, the costs will be shared proportionately.

- C.
1. The term "days" when used in this Article shall mean work days. Time limits provided in this Article shall be strictly observed but may be extended by mutual written agreement.
 2. Binding arbitration shall not be available to a grievant when no contract is in effect.
 3. The following shall not be subject to arbitration:

- a. Any policy, rule, regulation, or practice of the District not in conflict with this Agreement.
- b. The termination of services of, or failure to re-employ, any probationary employee;
- c. Any disciplinary matter involving a probationary employee;
- d. Any subjective matter involving employee evaluation;
- e. Any complaint for which there is another remedial procedure or forum established by law or regulation having the force of law; e.g., civil rights, constitutional rights.

ARTICLE 9

VACANCIES, TRANSFERS & PROMOTIONS

- A. A vacancy shall be defined as a newly created position or a present position that is not filled (provided the position is not eliminated).

Leaves of absence which are for twelve (12) months or more will be considered a temporary vacancy.

The procedures set forth in Article 7 for the recall of employees shall supersede the position provisions contained herein.

- B. All vacancies shall be posted in a conspicuous place in each building of the District for a period of ten (10) business days. Postings shall minimally contain the following information:

- Classification
- Location of work
- Starting date
- Rate of pay
- Schedule of hours
- Qualifications

Interested parties may apply in writing to the Superintendent or his/her designee within the ten (10) day period.

The District shall notify bargaining unit members of vacancies occurring during the summer months (June through August) by sending notice to each member by mail to their last known address.

C. Vacancies will be filled in the following order:

1. If qualified, by the most senior employee within the classification (see Article 6) in which the vacancy exists.
2. If an employee is not appointed under Section 1, the District reserves the right to appoint the applicant who in the District's opinion, is the most qualified applicant.

D. Within ten (10) work days after the expiration of the posting period, the District shall make known to the applicants its decision as to which applicant has been selected to fill a posted position.

E. In the event of change of assignment in the classification or transfer from one classification to another, the employee shall be given a thirty (30) work-day trial in which to show his ability to perform on the new job.

The District shall give the employee reasonable assistance to enable him to perform up to District standards on the new job. If the employee is unable to demonstrate ability to perform the work required during the trial period or at the option of the affected employee, the employee shall be returned to his previous assignment.

F. The parties agree that involuntary transfers of employees are to be minimized and avoided whenever possible.

G. Any employee asked by a supervisor to temporarily assume the duties of another position will be paid the regular rate for those duties or the employee's regular pay rate, whichever is higher. An employee's pay or pay rate shall not be involuntarily reduced as the result of any temporary change in duties.

H. After July 1, 1997, no additional assignments will be made which involve two (2) classifications or two (2) positions within a classification except by mutual agreement of the District and Association.

Those individuals holding two classifications or two positions within classifications prior to July 1, 1997, will not be permitted to maintain a regular schedule of more than eight (8) hours per day.

The schedule of work in all such instances will be determined by the administration subject to the following limitation:

1. The work hours of single assignment will not be split except by mutual agreement between the District and Association.
2. A single assignment under this provision is defined as each separate component of the assignment of individuals holding positions in two (2) classifications; each separate component of former combination positions; each separate position for those holding two (2) positions within a single classification; and those holding a single position in one (1) classification.
3. This restriction will not apply to bus driver positions; the combined working hours of those with assignments in two (2) different classifications or those with two (2) positions in one (1) classification; or the combined hours of those employees in former combination positions.

ARTICLE 10

EMPLOYEE DISCIPLINE

- A. Except where the conditions warrant, the level of discipline imposed shall be progressive:
 1. Oral reprimand
 2. First written reprimand
 3. Second written reprimand
 4. Suspension
 5. Termination
- B. Employees may be subject to reasonable disciplinary measures for any of the infractions listed below or for any similar infractions which are not in the best interests of the school district, public concerns and the safety and education of students. Any such infractions may constitute just cause for discipline:
 1. Tardiness
 2. Unexcused absence or sick time misuse
 3. Fighting
 4. Use of alcohol or other drugs on the job
 5. Reporting for work under the influence of alcohol or other drugs
 6. Refusal to perform assigned work
 7. Misuse of school equipment or supplies including stealing
 8. Failure to use accepted safety standards
 9. Swearing in the presence of students or the public

10. Unsatisfactory work performance (incompetency)
11. Sexual harassment.

- C. If a supervisor believes an employee is doing unsatisfactory work, the reasons therefore will be set forth in written specific terms as will an identification of the specific ways in which assistance is to be given and specific ways in which the employee is to improve.

If discharge is to be considered for inadequacies in performance, such action must minimally be proceeded by:

1. Observation of the inadequacies by more than one supervisor;
 2. Direction that the employee must improve and the consequences of failure to do so;
 3. Opportunity for the employee to make improvements; maximum of twenty (20) work days;
 4. Assistance from the District to help the employee improve.
- D. No non-probationary employee shall be disciplined, reprimanded, reduced in rank or compensation or terminated without just cause. Any such employee who feels he/she has been unjustly treated under this provision, may appeal through the grievance procedure.
- E. An employee who is being considered for termination shall receive a documented letter of notification and statement of charges from the Superintendent and be advised of his rights under the provisions of this Agreement.

ARTICLE 11

WORK YEAR, WORK WEEK, WORK DAY

- A. The normal work year for food service employees shall be the same as the number of student attendance days scheduled for both a.m. and p.m. in the initial school calendar.

The normal work year for other school term employees shall be the same as the number of scheduled student attendance days in the school calendar.

The normal work year for all other employees shall be twelve (12) months. The normal work week is Monday through Friday.

- B. The normal work day includes a lunch period (which shall be paid for employees required to be on duty) of at least thirty (30) minutes duration for all employees whose work day is five (5) hours or more.

- C. The minimum return-to-site pay for work beyond the regularly scheduled workday/week shall be three (3) hours.
- D. All employees except drivers may take personal break time as needed. Employees working overtime will be entitled to an additional ten (10) minute paid relief time after every two (2) hours worked if the overtime worked exceeds two (2) hours. Break time shall be scheduled by mutual agreement according to the following schedule:

1. Hrs. 0-4 = 0 Minutes
2. Hrs. 4-6 = 10 Minutes
3. Hrs. 6-8 = 15 Minutes

- E. Overtime will be offered to employees on a rotating basis in each classification, with top seniority people being given the first opportunity.

Records will be maintained by the supervisor. Such record shall be posted.

Overtime shall be paid at time and one-half (except as otherwise specified) for hours worked in excess of forty (40), with the exception of paid vacation time under Article 16, hours worked shall be defined to exclude paid time off benefits (i.e. sick leave, etc.).

When a holiday is worked, the employee is paid their wage plus time and one-half.

Except in an emergency an employee will be provided five (5) working days notice. An employee may refuse non-emergency overtime.

- F. When necessary, employees shall be granted a period of time prior to the end of the work shift in which to put away equipment and supplies and for the purpose of personal clean-up.
- G. Nothing in this Agreement shall require the District to keep buildings open in the event of inclement weather, or when otherwise prevented by an Act of God.

When on Act-of-God days, aides, transportation and food service employees are directed not to work or cannot report to work due to driving conditions, and such days are not required by law to be rescheduled, such employees will suffer no loss of pay or benefits for such days.

Employees who are requested to work on Act-of-God days shall be paid time and one-half, not to exceed two (2) days. An employee that is prohibited by conditions from working all or

part of a day shall suffer no loss of pay.

- I. The designated second shift full-time custodian and maintenance employees at the high school will receive a fifteen cent (\$.15) per hour shift premium. Second shift for purposes of this provision shall be defined as a shift on which the employee starts works on or after 3:00 p.m.
- J. Special education aides assigned to a student on a one-to-one basis may to be sent home without pay subject to the following provisions:
 - 1. In those instances where the student is absent for less than three (3) consecutive school days, the aide will be assigned to other work. The maximum number of days on which such reassignments will be required to be made in a given school year, will not exceed five (5) work days.
 - 2. This provision will not apply to absences where the student's parent(s), physician(s) or other professional(s) have indicated in advance that the student will be absent for a period in excess of two (2) consecutive school days.

ARTICLE 12

WORKING CONDITIONS

- A. The District shall reimburse the employee for the loss, damage or destruction of personal property required to be used in the course of employment on school premises, when the loss, damage or destruction is not the result of the employee's negligence. This provision shall apply only if the immediate supervisor requests an employee to use personal property for school use.
- B. The District shall provide rest areas and lavatories for employee use.
- C. No employee may dispense or administer medication without the direction and appropriate instructional assistance of a licensed physician, nurse or other appropriate professional personnel.

Positions which may require an employee to provide services (such as the administration of medication, diapering, etc.) to special needs students, will be reflected as such in the job description for the position.

- D. An employee shall be responsible to only the supervisor(s) designated by the District at the beginning of each school

year (or when changed) with notification provided to each employee classification. Such notification shall be posted.

- E. The District shall provide without cost to the employee, when required by law, adequate and approved safety equipment which shall be used by the employee in appropriate circumstances.
- F. The District shall reimburse the employee for the cost of licenses or the renewal of licenses required for the employee to perform his job or position.
- G. New employees may be required to pass a physical examination by District-approved physician at District cost prior to assuming duties on the staff.

If any employee has been absent for an extended period of time or for a serious illness, he may be required to provide a medical release or pass a physical exam, at the expense of the District by a District-approved physician before returning to work.

If, in the opinion of the District, there is reason to suspect that an employee has a mental or physical problem that would interfere with the performance of his duties, the District may, at their expense, require an examination by a physician of the District's choice.

- H. Employees who work extra hours during the summer within their assigned classification shall be allowed to count those hours in their total hours worked to earn fringe benefits.
- I. Employees, if qualified, shall be given preference for casual (temporary) summer work based on seniority. Fringe benefits shall not apply to such work that is outside of an employee's regular classification.
- J. The District agrees to abide by all governmental regulations as they pertain to the use of workers employed through governmental work programs.
- K. Extra bus trips will be offered to less than forty (40) hour per week certified drivers on a rotating basis according to seniority after the most senior drivers are offered or work up to forty (40) hours. Records will be maintained by the supervisor.

Vans may be driven by qualified drivers upon approval of the Business Manager.

- L. The District reserves the right to establish procedures for the implementation of the Omnibus Transportation Employee Testing Act. Prior to the implementation of the initial

procedures and subsequently as changes are made, employees will be inserviced relative to the procedures and requirement of the Act.

Employees selected for random testing and reasonable suspicion testing or who are directed for initial post-accident testing will be paid for the time outside of their regularly assigned hours at the extra hours rate of pay.

The cost associated with the reasonable suspicion, random and post-accident testing will be assumed by the District.

ARTICLE 13

MISCELLANEOUS PROVISIONS

- A. The Association and the District subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the work schedule. The Association, therefore, agrees that it will not authorize any strike against the District during the life of this Agreement. In the event of a violation of this Article, the Association will attempt to end the strike.

- B. When job descriptions are amended by the District, input with respect to the changes will minimally be sought from the Association Representative for the classification.

Employees will be provided with job descriptions for their classification(s) and revised copies as adjustments are made over time.

- C. Input from Association Representatives for the respective classifications will be sought in the development of the procedures and criteria for employee evaluations.

Employees will be provided with copies of the criteria and procedures and as adjustments are made over time.

ARTICLE 14

ASSOCIATION DUES, SERVICE FEES AND PAYROLL DEDUCTIONS

- A. Each employee shall pay either dues or service fees in an amount established by the Association in accordance with its procedures.

The deduction of dues and service fees is required as a condition of employment under this Agreement and as such, will be payroll deducted pursuant to the authority set forth in MCLA 408.477 in accordance with a schedule provided by the Association.

Any objection to the level of service fees will be directed exclusively to the Association's internal procedures and shall not be subject to the grievance procedure.

- B. In the event of any legal action against the District brought in a court or administrative agency because of its compliance with this Article, the Association agrees to defend such action, at its own expense and through its own counsel, provided:

1. The District gives timely notice of such action to the Association and permits the Association intervention as a party if it so desires, and
2. The District gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available at both trial and appellate levels.

The Association agrees that in any action so defended, it will indemnify and hold harmless the District from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the District's compliance with this Article.

- C. The District shall deduct such dues or service fee from the regular salary checks of the employee in equal amounts each payroll period, beginning in August or September and ending in June of each year.

Prior to the beginning of the school year the Association shall certify to the District, in writing, of the required dues rates. Such notification shall be made by the conclusion of the first day of school.

- D. Upon submission of the appropriate written authorization by the employee to the Business Office, the District shall deduct from the salary of any such employee and make appropriate

remittance for annuities, credit union, MEA-PAC/NEA-PAC contributions, assessments or other plans or programs jointly approved by the Association and District.

Authorization for MEA-PAC/NEA-PAC contributions and/or assessments shall continue in effect from year to year unless revoked according to the procedures outlined in the MEA Constitution and Bylaws.

ARTICLE 15

LEAVES OF ABSENCE

- A. The District shall furnish each employee with a written statement at the beginning of each school year setting forth the total accumulated sick leave credit for said employee.
- B. Absence due to injury or illness incurred in the course of the employee's employment shall not normally be charged against the employee's sick leave days, except that when requested, the District shall pay to each employee the difference between his net (gross pay less deductions for FICA, federal and state income taxes) compensation and benefits received under the Michigan Worker's Compensation Act for the duration of such absence, provided the employee has sick leave credit available. Such use of sick leave shall be prorated.
- C. Employees shall earn one (1) day of leave per month up to a maximum of 120 days for personal illness, disability, illness in the immediate family, personal leave and funeral/bereavement leave subject to the following:
 - 1. A month worked is defined as a minimum of fifteen (15) working days. Employees shall be paid for leave days at their regular daily rate of pay.
 - 2. Sick leave shall be defined as the personal illness of the employee due to infections and contagious diseases.

Sick leave shall also include physical disability caused as a result of accidental injury and all disabilities caused or contributed to by pregnancy or the termination thereof.

Personal illness shall not be used for such reasons as cosmetic surgery, elective medical treatment, or for any surgical procedure that can be scheduled during non-work time.

To receive sick pay for medical, dental or optical

examination or treatment, three (3) days notice of the appointment must be given except in the case of emergency.

Medical verification may be requested for use of sick leave. Violations will be treated as an unexcused absence per Article 10(B).

3. The employee may take five (5) days per year for care of a member of his immediate family illness. (See definition below.)
4. At the beginning of every school year, each employee shall be credited with two (2) days to be used for the employee's personal business.

Personal leave shall be defined as leave time necessary to attend to the employee's personal business which cannot otherwise be attended to after working hours, weekends, or holidays. An employee planning to use a personal leave day or days shall notify his supervisor at least three (3) days in advance, except in cases of emergency. Personal leave days may be used in 1/2 day increments.

- D. The employee, shall, if needed, be granted a maximum of five (5) paid leave days per death in the immediate family.

Immediate family shall be interpreted as husband, wife, mother, father, brother, sister, brother-in-law, sister-in-law, children, grandchildren, father and mother-in-law, son and daughter-in-law, and grandparents.

These days shall be used consecutively and one day shall be the day of the funeral.

Unused funeral/bereavement leave shall not be cumulative.

- E. Any employee called for jury duty, or who is subpoenaed to testify during work hours in any judicial or administrative matter, including requested attendance during an arbitration or fact-finding proceeding, shall be paid his full compensation less any compensation received for jury duty.
- F. Time off with pay may be used by employees who are officers or agents of the local Association subject to the following provisions:

1. The Association President agrees to notify the superintendent at least seven (7) calendar days in advance of the date of absence.

2. The total number of days afforded to the entire unit will not exceed five days in a fiscal year (July 1 to June 30).
3. The Association reimburses the District for all direct and indirect costs associated with such days.
4. The number of employees absent on a given day may have to be limited for operational purposes by the Superintendent.

G. Leaves of absence without pay or benefits up to one (1) year in duration may be granted upon written request from an employee subject to the following conditions:

1. During said leaves seniority shall not continue to accumulate.
2. Such leave may be renewed upon mutual agreement of the employee and the district.
3. When possible the request for such leave should be made one (1) month in advance.
4. Requests for leaves of absence shall include the reason for the leave along with notification of the beginning and ending dates of said leave.
5. An employee returning from a leave of absence shall be reinstated to the position and classification he held when the leave began or to a comparable position, subject to the layoff and recall provisions of this Agreement.

At least one month prior to the date a leave is scheduled to expire, an employee shall notify the District of his intent to return to work.

6. A leave of absence shall be terminated on request of the employee.
7. An employee who is unable to work because of personal illness or disability and who has exhausted all sick leave available shall upon application be granted a leave of absence for the duration of such illness or disability, up to one year, and the leave may be renewed each year upon written request of the employee.

H. The District reserves the right to institute procedures and policies for the implementation of the Family Medical

and Leave Act of 1993 (Public Law 103-3) and further reserves the right to exercise all rights and options available to the District in the implementation of procedures and policies as afforded in the Act and in 29 CFR 825, subject to the following.

In determining the amount of unpaid leave time which corresponds to the purposes for which unpaid leave is afforded by law, which was utilized in the preceding twelve (12) months, will be subtracted from the twelve (12) weeks of total unpaid leave time afforded under the Act.

Employees must utilize available paid time off (i.e., sick leave and vacation, etc.) authorized under the master contract which corresponds to the purposes for which unpaid leave time is afforded under the Act, prior to being placed on unpaid status.

ARTICLE 16

VACATIONS

- A. Twelve (12) month employees shall receive paid vacation time. Said vacation time may be used by eligible employees at times mutually agreed upon with the District. Vacation days may not be taken in less than one-half (1/2) day units.
- B. Vacation days will be granted as follows:
 - During first year of work five days
 - During second year of work seven 1/2 days
 - During third, fourth, fifth years of work ten days
 - During sixth year of work eleven days
 - During seventh year of work twelve days
 - During eighth year of work thirteen days
 - During ninth year of work fourteen days
 - During tenth year of work fifteen days
 - During eleventh year of work sixteen days
 - During twelfth year of work seventeen days
 - During thirteenth year of work eighteen days
 - During fourteenth year of work nineteen days
 - During fifteenth year of work twenty days
 - After fifteen years of work twenty-one days
- C. A maximum of ten (10) vacation days may be carried over to the next year.
- D. A maximum of twenty (20) consecutive working days of vacation may be scheduled.

ARTICLE 17

HOLIDAYS

- A. Twelve (12) month employees shall have the following days off with pay. Pay shall be for the regularly scheduled hours of each employee. Should the day off fall on a Saturday or Sunday, the employee shall be able to choose either Friday or Monday as the day to replace it with. The employee shall not be paid for the holiday and the Friday or Monday.

Labor Day
Thanksgiving
Day after Thanksgiving
Christmas Eve Day
Christmas Day
New Year's Eve Day
New Year's Day
Good Friday*
Easter Monday*
Memorial Day
July 4

- * If school is in session, an alternative date will be established.

Employees must be at work the last full work day preceding and following the holiday in order to be eligible for holiday pay unless absent on paid leave or vacation under Article 16. Those absent without pay will not be eligible for holiday pay.

ARTICLE 18

INSURANCE

- A. The District shall pay toward the cost of the employee's insurance (up to full family) in accordance with the following provisions:

1. Hospitalization Insurance:

Less than 539	No benefits
540 to 999	60% of premium
1000 to 1499	85% of premium
1500 and over	100% of premium

Employees enrolled in health coverage on July 1, 1991, shall be grandfathered at their premium percentage as set forth in Appendix A.

2. Dental and Vision Insurance:

Enrollment is mandatory and full premiums will be paid for employees who work at least 540 hours per year.

- B. Hospitalization insurance shall be limited to one plan per household where more than one family member is employed by the Rogers City Area Schools. However, in the event of death, separation or retirement of the other family member, the remaining employee shall be eligible for insurance coverage subject to the rules and regulations of the insurance underwriter.
- C. The District will provide premiums toward Blue Cross/Blue Shield hospitalization, dental and vision plans. The plans will be consistent the plan specifications contained in the certificate booklet for group number 51617/000 as detailed on april 1, 1996.
- D. The District will make payment of its percentage of insurance premiums for each eligible employee to provide insurance coverage for the full twelve month period, commencing July 1 and ending June 30.

Subject to the provisions of the Family Medical and Leave Act, insurance premium contributions will be discontinued upon layoff, severance, during unpaid leaves of absence (30 days or more) and upon exhausting individual sick leave accumulation.
- E. When requested, insurance benefits will continue for thirty (30) days beyond date of layoff or retirement.
- F. In lieu of LTD coverage, the District will pay to each employee, for up to a period of 150 days, 70% of their regular salary if they are unable to perform their primary occupation. This amount shall be in addition to accumulated sick leave days and shall be offset by social security, school retirement or worker's compensation payments.
- G. Any amounts in excess of the District's contributions under this Article will be payroll deducted as a condition of the master contract pursuant to the authority set forth in MCLA 408.477.

To the extent permitted under internal revenue service rules and regulations, the District will maintain a qualified cafeteria plan which contains a salary reduction plan.

- H. Noon duty aides shall receive no benefits other than Act of God Days and seniority.

Where the District and Association have mutually agreed to permit additional assignments in accordance with Article 9(H), noon duty aide hours will count for purposes of insurance benefits.

ARTICLE 19

WAGE RATES

	1997-98	1998-99	1999-20
FOOD SERVICE			
Cook			
First Year of Work	7.76	7.99	8.23
Second	8.45	8.70	8.96
Third	9.06	9.33	9.61
Kitchen Assistant			
First Year of Work	6.50	6.70	6.90
Second	7.14	7.35	7.57
Third	7.53	7.76	7.99
MAINTENANCE			
Mechanic			
First Year Employed	10.24	10.55	10.87
Second	11.42	11.76	12.11
Third	12.66	13.04	13.43
CUSTODIAL			
Head Housekeeper			
First Year Employed	7.31	7.53	7.76
Second	7.93	8.17	8.42
Third	8.55	8.81	9.07
Custodian			
First Year Employed	6.92	7.13	7.34
Second	7.49	7.71	7.94
Third	8.11	8.35	8.60

TRANSPORTATION

Bus Driver (AM & PM)				
First Year Employed	7034.90	7245.95	7463.33	
Second	7485.01	7709.56	7940.85	
Third	8047.39	8288.81	8537.47	
Over 45 miles per day (per mile)	.24	.25	.26	
Extra Trips (per hr.) (no loss of pay for regular trip)	8.45	8.70	8.96	
Voc. Ed. & Kdgn. Noon Runs (per hr.)				
First Year Employed	9.62	9.91	10.21	
Second	9.91	10.21	10.52	
Third	10.40	10.71	11.03	
Certification Meetings	7.14	7.35	7.57	
Transfers (AM & PM) per year	264.71	272.65	280.83	
Meals (receipts required) see Board Policy 5330-R				
Lodging paid as needed (receipts required)				
LIBRARY AIDES				
First Year Employed	7.56	7.79	8.02	
Second	8.42	8.67	8.93	
Third	8.84	9.11	9.38	
TEACHER AIDES				
First Year Employed	7.43	7.65	7.88	
Second	8.04	8.28	8.53	
Third	8.69	8.95	9.22	
STUDY HALL/NOON DUTY AIDES				
First Year Employed	8.17	8.42	8.67	
Second	8.87	9.14	9.41	
Third	9.58	9.87	10.17	

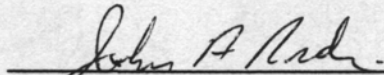
ARTICLE 21

DURATION

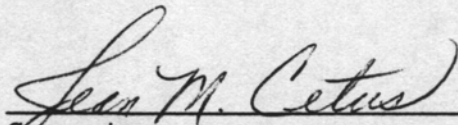
This Agreement shall become effective upon ratification by the parties and shall remain in effect until June 30, 2000.

The wages set forth in Article 19 will be paid retroactively to July 1, 1997. The changes in the insurance provisions will take place not later than the end of September, 1997.

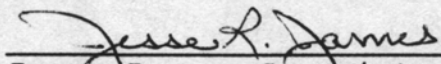
FOR THE BOARD



President



Secretary

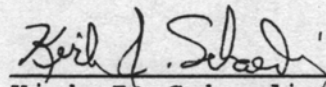


Jesse James, Superintendent

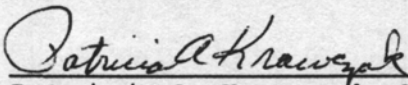
FOR THE ASSOCIATION



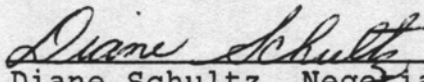
Charles T. Herring, Chief
Negotiator



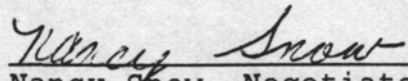
Kirk J. Schaedig, President



Patricia A. Krawczak, Negotiator



Diane Schultz, Negotiator



Nancy Snow, Negotiator

APPENDIX A

EMPLOYEE INSURANCE STATUS AS OF JULY 1, 1991

EMPLOYEE	PREMIUM PERCENTAGE
Boehmer, D.	*90
Krawczak, P.	*90
Pruess, P.	*90

*NOTE: If total annual hours worked exceed 1500, then 100% of premium shall be paid.

Letter of Agreement

between the

Rogers City Area Schools Board of Education

and the

Rogers City Educational Support Personnel Association/MEA

Re: Elimination of Maintenance/Driver and Custodial/Driver positions in the 1997-2000 master agreement.

It is hereby agreed by the parties set forth above as follows:

1. The combination positions that had been created in the past will be eliminated under the terms of the 1997-2000 master agreement.

With the exception of Kirk Schaedig and Jim Bingle, in computing retroactivity for the 1997-98 contract year, the former combination rates identified in Article 19 will be paid up through the date of ratification. Following ratification, the employees occupying former combination positions will be paid the hourly rate that is appropriate for each regularly assigned component of their job.

For example, if an employee was an eight (8) hour per day Maintenance/Driver with a regular run and the employee worked six (6) hours daily in Maintenance, the employee would receive six (6) hours at the Maintenance rate and two (2) hours at the Bus Driver rate during the school year. Adjustments would in this instance during summer when students are in attendance.

By way of further example, if an employee was an eight (8) hour per day Custodian/Driver (Substitute), the employee would be paid all eight (8) hours at the custodian rate of pay.

2. In the transition described under Section 1 above, it is the intention of the parties not to reduce the pay of those individual formerly holding combination positions. As such it is agreed that the hourly rate of Kirk Schaedig and Jim Bingle (former Custodian/Drivers) will be as follows:

1997-1998	\$ 9.62
1998-1999	\$ 9.91
1999-2000	\$10.21

This rate will only apply to Kirk Schaedig and Jim Bingle and only for as long as each remains a custodian. Should either employee accept a vacancy under the terms of Article 9 or be reassigned through the provisions of Article 7 or resign, this schedule will terminate.

3. This constitutes the entire understanding of the parties with regards to the elimination of the former combination positions.

John A. Andre 8-26-97
For the Board Date

Daniel H. Haworth 9-28-97
For the Association Date