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8/31/2000

**MASTER AGREEMENT**

BETWEEN

**SUTTONS BAY  
BOARD OF EDUCATION**

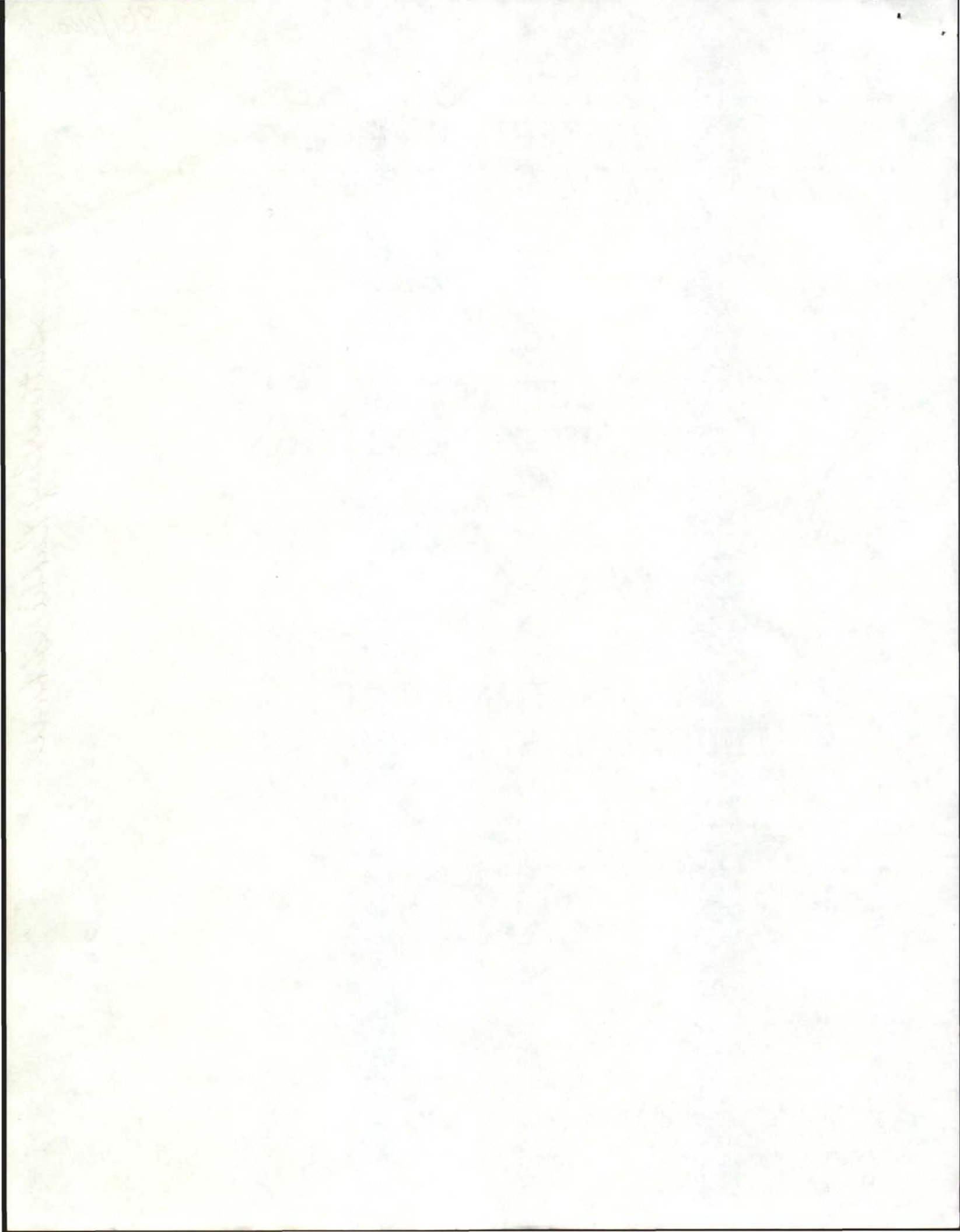
AND

**SUTTONS BAY  
EDUCATIONAL SUPPORT STAFF**

*Suttons Bay Public Schools*



1997-2000



# 1997-2000

## MASTER AGREEMENT BETWEEN SUTTONS BAY PUBLIC SCHOOLS AND THE SUTTONS BAY EDUCATIONAL SUPPORT STAFF

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ARTICLE 1  
RECOGNITION

- A. The Suttons Bay Board of Education hereinafter called the "District" or "Board" hereby recognizes the Northern Michigan Education Association, affiliated with the MEA/NEA, hereinafter known as the "Association," as the exclusive bargaining representative as defined in Section II of Act 379, Public Acts of Michigan of 1965, as amended, for all full-time and regularly scheduled part-time teacher assistants, food service, custodial/maintenance, and bus drivers employed by the Suttons Bay Public Schools, but excluding temporary and substitute employees, supervisors, administrators, teachers and all other employees.
  
- B. All personnel represented by the Association in the above-defined bargaining unit shall, unless otherwise indicated, hereinafter be referred to as "Bargaining Unit Members" or "employees."
  
- C. The Board of Education agrees not to extend these rights to any other labor organization for the duration of this Agreement.

ARTICLE 2  
BOARD RIGHTS

- A. In order to carry out its responsibility for the development and operation of education programs providing the best possible educational opportunity for the Suttons Bay Public School District consistent with community resources, the Board retains and reserves unto itself, all powers, rights, authority, duties and responsibilities conferred upon and vested in the Board by law including by way of illustration, the following:
1. The supervision, direction and control of the management and administration of the school system, its properties and facilities.
  2. The right to hire all employees and subject to provisions of the law, to determine their qualifications, to discharge, demote, or otherwise discipline employees for reasonable and just cause and to promote and transfer employees.
  3. The right to establish grades and courses of instruction including special programs, and to provide for athletic, recreational and social events for students as deemed necessary or advisable by the Board.
  4. The selection of textbooks and teaching materials and various teaching aids.
  5. The right to determine class schedules, class size, the hours of instruction and the assignment of teachers and other employees with respect thereto.
- B. The exercise of the forgoing powers, rights, duties, and responsibilities by the Board and the adoption of policies, rules, regulations and practices in the furtherance thereof, shall be the exclusive prerogative of the Board except as otherwise limited by express provision of this Agreement.
- C. Copies of the Master Agreement shall be printed at the expense of the Board and furnished to all bargaining unit members. The Association shall receive an additional copy.

ARTICLE 3  
ASSOCIATION RIGHTS AND RESPONSIBILITIES

- A. The Association shall have the right to use school facilities outside regular school hours consistent with Board policy regarding public use of these facilities.
- B. The Association may post notices of its activities and matters of Association concern on staff bulletin boards and departmental bulletin boards.
- C. Elected representatives of the Association shall be permitted to transact official Association business on school property during non-duty hours, provided this shall not interfere with or interrupt normal school operations.
- D. The Association may use school inter-district mail service for communication to others.
- E. No bargaining unit member shall be disciplined without just cause.
- F. A bargaining unit member shall have prior notification of any meeting when disciplinary action beyond verbal reprimand can be reasonably expected.
- G. A bargaining unit member shall be entitled, at the request of the bargaining unit member, to have present a representative of the Association during any meeting with administration where disciplinary action can reasonably be expected. When a request for such representation is made, no action shall be taken with respect to the bargaining unit member until such representative of the Association is present.
- H. The member shall be entitled to the full rights of citizenship and no lawful Association, religious, or political activities of any member or lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such member.
- I. Members will have the right to review the contents of their records and files excluding recommendations obtained at the time of hiring and to have a representative of the Association accompany him/her to such review. Reviews will be conducted at times convenient to the administration.
- J. No material, originating after initial employment will be placed in his/her personnel file unless the member has had an opportunity to review the material.
- K. No action will be taken on any complaint against a member unless the complaint is in writing and signed by the complainant.
- L. The member may submit a written notation within ten (10) working days of knowledge of material regarding any material including complaints and the same shall be attached to the file copy of the material in question.
- M. When a member is requested to sign material placed in the file, such signature shall be understood to indicate his/her awareness of the material but shall not be interpreted to mean agreement with the content of the material.



N. Under normal circumstances a system of progressive discipline will be followed that would consist of:

- Verbal warning or reprimand by appropriate supervisor
- Written warning or reprimand by appropriate supervisor
- Suspension with or without pay
- Dismissal

It is understood that a violation may be so significant that the disciplinary action required may involve skipping one or more of these steps to reach the appropriate level of disciplinary action.

O. The Employer agrees to furnish to the Union in response to reasonable requests for all available information concerning the financial resources of the District, the budget, and such other information as will assist the Union in developing intelligent, accurate, informed and constructive programs on behalf of the employees, preparing for grievances and for negotiations. This information includes, but is not limited to: names, addresses, seniority, wage experience credit, anniversary dates of all bargaining unit members and compensation paid to them, agendas, minutes, and reports of or to all Employer Board meetings, and census and membership data.

p. Special conferences for important matters of mutual concern may be arranged at the request of either party. Such conferences shall be scheduled within ten (10) calendar days of such request.

Q. The Board's Equal Employment Opportunity Policy regarding non-discrimination shall be followed.

R. At the beginning of the school year, the Association shall be credited with three (3) non-cumulative paid days to be used to conduct Association business. These days may be used by the Association Officers or their designees who are members of the Association to conduct Association business under the following conditions:

1. The Association shall request such leave from the Superintendent or his/her designee not less than forty-eight (48) hours in advance.
2. No more than two (2) members may take said leave on the same day.
3. No more than one event per month will be used for such leave.
4. The Association shall reimburse the district for the cost of a substitute if a substitute is hired.
5. The Request for Association Business Leave Form will be used stating the reason for the requested leave.
6. If extenuating circumstances warrant, the Superintendent may waive any of the above conditions.



ARTICLE 4  
DEFINITIONS

- A. School year employee: A bargaining unit member employed to work at least the number of required student days and whose employment follows the school calendar.
- B. Twelve month employee: A bargaining unit member who is employed to work on a twelve (12) month basis.
- C. Work year  
Teacher Assistants: The work year shall be at least the school year calendar for students. Additional time that is requested by the supervisor shall be compensated according to their regular rate.  
Food Service. The work year shall be the school year calendar for students minus the partial days that lunch is not served. Additional time that is requested by the supervisor shall be compensated according to their regular rate.  
Bus Drivers: The work year shall be at least the school year calendar for students. Additional time that is requested by the supervisor shall be compensated according to their regular or special trip rate.  
School Year Custodians: The work year shall be the school year calendar for students. Additional time that is requested by the supervisor shall be compensated according to their regular rate.  
Twelve Month Custodians: The work year shall be the full year (52 weeks) with break periods, holidays, and vacations as listed in this Agreement.
- D. Seniority - Seniority shall be defined as the length of continuous, uninterrupted service within each classification of the bargaining unit in the district. Employees moving from one classification to another shall retain seniority accrued in any other classification but may not transfer said classification seniority into the new classification assignment. Accumulation of seniority shall begin from the bargaining unit member's first working day. In the event that more than one individual bargaining unit member has the same starting date of work, position on the seniority list shall be determined by drawing lots.
- E. Probation - Probationary bargaining unit members shall have no seniority until the completion of the probationary period, at which time their seniority shall revert to their first day of work. The probationary period shall be sixty (60) work days.
- F. Classifications - For purposes of this Agreement, all bargaining unit members shall be placed in the following classification(s) based on their current assignments:
- a. Bus Driver
  - b. Custodial/Maintenance
  - c. Assistant Cook
  - d. Teacher Assistant
  - e. Bus Assistant
  - f. Teacher Assistant with teaching certificate
  - g. Food Service

ARTICLE 5  
WORKING CONDITIONS

- A. **School Closing**  
Twelve month bargaining unit employees are expected to work on each workday that schools are closed due to inclement weather or other emergency condition which requires the closing of a building unless notified otherwise by their supervisor. The reporting time may vary based on the conditions and will be worked out between the employee and their supervisor.
- School year employees shall not work on any day schools are closed due to inclement weather or other emergency condition. These employees will be paid for these days unless the days are rescheduled to be made up at a later date.  
If an emergency is determined in a building and all employees in that building are directed by the Employer to be sent home early or report late, those bargaining unit members will receive pay for regularly scheduled hours.
- B. **Work Areas, Supplies and Equipment**  
Employees work and work areas are to be kept clean and safe according to established federal, state and local standards. Employees will be given proper safety equipment and instruction in regard to the operation of equipment and the handling and disposal of dangerous substances. Employees will be given adequate and appropriate, as determined by the District, supplies and equipment that are in good repair to perform their assigned duties.
- C. **Student Discipline**  
All school employees have responsibilities in creating a safe and orderly environment. The Employer shall support and assist bargaining unit members with respect to the maintenance of control and discipline of students in the bargaining unit members assigned work areas. The Employer shall take reasonable steps in accordance with Board Policies and Administrative Regulations to assist the bargaining unit member in carrying out their responsibilities with respect to students who are disruptive or who repeatedly violate rules and regulations. The use of any physical force with a student is permitted only under the conditions set forth in Board Policy and related Administrative Regulations.
- D. **Medication**  
Bargaining unit members shall not usually be required to dispense or administer medication, or perform diapering or medically related procedures.
- E. **Supervision**  
Each bargaining unit member's position shall be designated on the District's Organizational Chart. The employee shall report to and be evaluated by the designated administrator or supervisor for that position.
- F. **District School Improvement Committee**  
The Association may appoint up to three representatives to the District School Improvement Committee. Service on this committee shall be voluntary. Failure to serve on the School Improvement Committee shall not be considered in any evaluation.
- G. **Seniority List**  
The Employer shall prepare, maintain and post the seniority list. The initial seniority list shall be prepared within thirty (30) work days after the effective date of this Agreement. At the beginning of each school year, the Employer shall prepare a seniority list. Copies shall be posted

in the Staff Room, Bus Building, Kitchen and Custodial Room and a copy given to the Association President by October 15th. Any bargaining unit member may submit a challenge in writing within ten (10) working days of the posting of the seniority list. The Association and Administration will meet to review the challenge and correct or affirm the list. Seniority shall be lost by a bargaining unit member upon termination for cause, resignation, or retirement. If a bargaining unit member transfers to a non-bargaining unit position within the district, his/her seniority will be frozen.

H. Lunch Periods and Breaks

All bargaining unit members, except for bus drivers and bus assistants, shall receive unpaid lunch periods and paid breaks as follows:

Teacher Assistants and Assistant Cook- Full day teacher assistants and Assistant Cook shall receive 1/2 hour uninterrupted duty-free unpaid lunch period which shall be scheduled approximately mid-shift in addition to paid ten minute breaks for each three hours worked. Part-time teacher assistants shall receive one paid ten minute break for each three and one-half (3 1/2) hours worked.

Custodians - Eight hour custodians shall receive either an hour or a half-hour duty-free unpaid lunch which shall be scheduled approximately mid-shift in addition to two paid ten minute breaks each day. Part-time custodians shall receive one paid ten minute break for each three and one-half hours worked.

ARTICLE 6  
GRIEVANCE PROCEDURE

- A. A grievance shall be a complaint by a member, members, or the Association that there has been a violation of any provision of this Agreement. The following matters shall not be the basis of any grievance filed under the procedure outlined in this article;
1. The termination of services of, or failure to reemploy, any probationary member.
  2. The content of an employee evaluation.
- B. The Association shall designate its own representative(s) within each classification to process grievances. The Board designates the building principal or classification supervisor to act as its representative at Level One as hereinafter described and the superintendent or his/her designee to act at Level Two as hereinafter described.
- C. Written grievances under this article shall conform to the following specifications:
1. It shall be signed by the grievant(s) and the Association.
  2. It shall be specific.
  3. It shall contain a synopsis of facts giving rise to the grievance.
  4. It shall cite the specific section(s) alleged to have been violated.
  5. It shall contain the date of the alleged violation.
  6. It shall specify the relief requested.
- D. Any grievance not in compliance with C. (1-6) supra, may be challenged as improper. Grievances challenged under this provision shall be corrected within time limitations hereinafter set forth.
- E. Time limitations hereinafter established may be extended only by written, mutual consent of the parties.
- F. Level One: A member of the Association alleging violation of any provision of this Agreement shall, within ten (10) days of the alleged violation, orally discuss the grievance with the building principal/supervisor. An association representative may be present at this oral conference. If no resolution is obtained within two (2) days of the discussion, the member shall reduce the grievance to writing as described in C. (1-6) supra. The written grievance form must be submitted to the principal/supervisor within two (2) days of the oral discussion. Within five (5) days of the receipt of the grievance, the principal/supervisor shall answer the grievance expressing written disposition with a copy of the grievance returned to the aggrieved.

If no decision is rendered within five (5) days of the receipt or the decision is unsatisfactory to the grievant and the Association, the grievant shall, within five (5) days, appeal same to Level Two by filing such written grievance.

- G. Level Two: A copy of the written grievance shall be filed with the Superintendent or his/her designated agent as specified in Level One with the endorsement thereon of the approval or disapproval of the Association. Within five (5) days of receipt of the written grievance, the superintendent or his/her designated agent shall arrange a meeting with the grievant(s) and/or the designated association representative, at the option of the grievant, to discuss the grievance. Within five (5) days of the discussion, the superintendent or his/her designee shall render his/her decision in writing, transmitting a copy of the same to the grievant and the Association classification representative.

If no decision is rendered within five (5) days of the discussion or the decision is unsatisfactory to the grievant and the Association, the grievant shall, within five (5) days, appeal same to Level Three by filing such written grievance.

- H. Level Three: A copy of the written grievance shall be filed with the President of the Board. Upon receipt of the written grievance, the President shall place the grievance on the agenda for the next regularly scheduled meeting of the Board. The Board shall render its decision not later than twenty (20) days after its hearing of the grievance.
- I. Level Four: If the Association is not satisfied with the disposition of the grievance at Level Three, it may, within ten (10) days after the decision of the Board, refer the matter for arbitration to the American Arbitration Association, in writing, and request the appointment of a mutually selected arbitrator to hear the grievance. If the parties cannot agree on an arbitrator, he/she shall be selected in accordance with the rules of the American Arbitration Association.

The decision of the arbitrator shall be final and conclusive and binding upon employees, the Board, and the Association. Subject to the right of the Board or the Association to judicial review, any lawful decision of the arbitrator shall be forthwith placed in effect.

The arbitrator shall have no power to add to, subtract from, disregard, alter or modify any terms of this agreement.

The arbitrator's fees and expenses shall be shared equally by the Board and the Association. All other expenses shall be paid by the party incurring the expenses.

Arbitrator hearings shall be held in the district unless the parties mutually agree to another location.

- J. Should a member or the Association fail to institute a grievance within the time limits specified, the grievance will not be processed. Should a member or the Association fail to appeal a decision within the limits specified, further proceedings of the grievance procedure shall be barred. Should the administration or the Board fail to respond to a grievance within the time limitations herein established, the grievance shall be automatically advanced to the next level.
- K. The processing of grievances or any consideration thereof, shall not be conducted during duty hours except by mutual consent.

ARTICLE 7  
BARGAINING UNIT MEMBER EVALUATIONS

- A. Employee evaluation is an integral component of school improvement. Administrators and supervisors are charged with providing employees who are being evaluated with:
- a. specific criteria on which the employee will be evaluated. This will primarily be their job description.
  - b. support and assistance
  - c. frank perceptions of performance
  - d. realistic expectations for improvement and growth.
- B. Probationary employees will be evaluated at the end of their sixty (60) day probationary period. Non-probationary employees will be evaluated at least every three (3) years.
- C. The evaluator(s) will collect and review performance related information from relevant documented sources. These sources may include formal and informal observation of employee's work, periodic inspections of the work area, feedback from personnel affected by the employee's work, employee self-evaluations and other sources that will lead to continued improvement in performance of all employees.
- D. Formal evaluations shall be reduced to writing and a copy given to the bargaining unit member within ten (10) days of the evaluation. If the bargaining unit member disagrees with the evaluation, he/she may submit a written response which shall be attached to the file copy of the evaluation in question.
- If a supervisor believes a bargaining unit member is doing unacceptable work, the reasons therefore shall be set forth in specific terms, as shall an identification of the ways in which the bargaining unit member is to improve, and of the assistance to be given by the Employer towards that improvement. In subsequent observation reports, failure to again note a specific deficiency shall be interpreted to mean that adequate improvement has taken place.
- E. Following each formal evaluation, which shall include a conference with the evaluator, the bargaining unit member shall sign and be given a copy of the evaluation report. The employee's signature on the evaluation does not imply agreement with the contents of the report.
- F. In the event a bargaining unit member is not continued in employment, the employer will advise the bargaining unit member of the specific reasons therefore in writing, and if the employee agrees, with a copy sent to the Association.
- G. Written evaluations will use the current form attached in Appendix C. If the form is modified, all affected employees will receive copies before the form is used in evaluation.

ARTICLE 8  
VACANCIES AND ASSIGNMENTS

- A. Vacancy Defined - A vacancy shall be defined as a newly-created position or a present position that is not filled.
- Vacancy Posting - All vacancies shall be posted in a conspicuous place in each building of the district for a period of ten (10) workdays or five (5) days in case of an emergency with consultation with association president. Said posting shall contain the following information with a copy to the association president:
- a. Type of work
  - b. Location of work
  - c. Desired starting date
  - d. Hours to be worked
  - e. Classification
  - f. Minimum requirements as reflected in the job description.
- C. Vacancy Notification - Interested parties may apply in writing to the Superintendent, or designee, within the posting period. Bargaining unit members who wish to be considered for any openings that may occur during the summer should submit a letter of interest before the last day of school. The posting will also be placed in the pay envelopes of those receiving paychecks through the summer.
- D. Award of Vacancy - In filling vacancies, preference will be given to applicants within the same classification, including those on layoff in that classification, based on the applicant's ability to meet the certifications and qualifications of the position and seniority.
- E. Selection - After completion of the selection process, the Employer shall make known its decision as to which applicant has been selected to fill the posted position. Each bargaining unit member who applied shall be so notified in writing with a copy provided to the Union.
- F. Multiple Assignments - Bargaining unit members may work in more than one classification. Their placement on the wage schedule will be based on their qualifications and experiences in each classification. Thus, their pay rates may vary in each classification.
- G. Trial Period - In the event of a promotion or transfer from one classification to another, the bargaining unit member shall be given a thirty (30) workday trial in which to show his/her ability to perform on the new job. The Employer shall give the promoted *or* transferred bargaining unit member reasonable assistance to enable him/her to meet the Employer's standards of the new job. If the bargaining unit member is unable to demonstrate ability to satisfactorily perform the work required during the Trial Period or at the option of the affected bargaining unit member, the bargaining unit member shall be returned to his/her previous assignment. Successful completion of this Trial Period shall be credited towards the (60 ) sixty day Probationary Period.
- H. Subcontracting - The Board agrees that generally, supervisors or non-unit personnel will not be used to displace bargaining unit members regularly employed by the district. The Board reserves the right to subcontract. When the Board is considering subcontracting, it will notify the Union as to that possibility prior to implementation.



ARTICLE 9  
REDUCTION IN PERSONNEL, LAYOFF, AND RECALL

- A. If the Employer determines it necessary to reduce the work force, the Association shall be informed in writing at least two weeks prior to the anticipated reduction in work force and the reason(s) for such reduction.
- B. The Employer will notify employees in writing a minimum of two weeks prior to any layoff. A copy of the notice to the employee will be sent to the Association.
- C. In the event of a reduction in work force, such reduction shall take place by location, classification and seniority. Probationary employees will be laid off first.
- D. Substitute Priority - A laid-off bargaining unit member shall, upon application be granted priority status on the substitute list.
- E. When the work force is increased after a layoff, employees will be recalled according to seniority, with the most senior employee within the classification on layoff being recalled first. The recall notice shall state the time and date on which the bargaining *unit* member is to report back to work. It shall be the bargaining unit member's responsibility to keep the Employer notified as to his/her current mailing address.
- F. The Employer shall give written notice of recall from layoff by mailing a registered or certified letter to the employee at the last address the employee has left with the Employer. If an employee fails to report for work within ten (10) calendar days of mailing, he/she shall be considered a quit. The ten (10) day period may be waived by mutual agreement between the Association and the Superintendent.
- G. Any layoff under this article shall suspend for the duration of the layoff the Employer obligation to pay salary or fringe benefits under this Agreement. The employee will be notified of options in regard to paying for benefits lost during layoff.
- H. Bargaining unit members on layoff shall not accrue seniority, vacation days or other leave days.

ARTICLE 10  
LEAVES OF ABSENCE WITH PAY

- A. Twelve month employees may earn up to twelve days of sick leave per year at the rate of one per month. School year employees may earn up to ten days of sick leave per year at the rate of one sick day for every 18 days worked. The unused portion of sick leave may accumulate from year to year to a maximum of ninety (90) days. The members may use all or a portion of this leave to recover from his/her own illness/injury. Each member shall be given a written statement no later than the second pay period after the beginning of the school year concerning the number of sick days accumulated to date. In the case of an emergency, additional sick days may be granted at the discretion of the Board or its designee. Minimum time debited for the use of sick leave shall be in one-hour increments.
- B. A bargaining unit member may take a maximum of five (5) bereavement days per school year for a death in the immediate family, not chargeable against the sick leave balance. Immediate family shall be the member's parents, spouse, children, siblings, step-parents, grandparents, mother-in-law, father-in-law, grandparents-in-law or sister/brother in law. Any days needed for bereavement which are not part of the aforementioned family will be deductible from sick leave and are to be considered on a case by case basis by the superintendent or his/her designee.
- C. A bargaining unit member may use a maximum of five (5) sick days per school year to attend to the illness/injury of a member of the immediate family. In the case of an emergency, additional sick days may be granted at the discretion of the Board or its designee.
- D. A member required to perform jury duty or appear as a witness under subpoena in a court of law shall remit the court-paid fee, less court-paid expenses, directly to the administration.
- E. Approved Absence Days: Beginning upon date of ratification, up to two (2) days per work year may be granted by the Superintendent for an Approved Absence Day for an employee to conduct business which cannot be conducted outside regular work hours. The use of Approved Absence Days shall be subject to the following conditions:
- 1) Notification must be made in writing stating the reason for the requested absence to the Superintendent or his/her designee at least twenty-four (24) hours prior to the day requested using the Approved Absence Request Form (Appendix A). The Superintendent's decision on the request shall be final.
  - 2) Approved Absence Days shall not be used for personal gain or recreational (hunting, camping, shopping, etc.) purposes.
  - 3) Approved Absence Days may not be taken the day before or day after a holiday or vacation period. Leaves may not be taken the first day of the school year or the last day of the school year.
  - 4) Exceptions to the above provisions may be granted on a case-by-case basis by the Superintendent whose decision shall be final.
  - 5) Unused Approved Absence Days will be carried over as sick days.
  - 6) Improper use of Approved Absence Days by an employee will result in the loss of wages and benefits for that day(s) as well as loss of Approved Absence Days for a three (3) year period following such misuse.

ARTICLE 1 1  
LEAVES WITHOUT PAY

- A. A leave of absence may be granted by the administration. Any leave of absence under this provision shall be taken without pay or accrual of contractual benefits (e.g., sick leave). Leaves may be granted for the following reasons:
1. Full-time academic or vocational study related to the employee's work area.
  2. Other full-time educational participation involving demonstrable advantage to the district.
  3. Campaigning for a full-time political office.
  4. Recovery from an illness/injury which exceeds the accumulated sick days allowance upon presentation of medical evidence demonstrating the nature of the illness/injury.
  5. Other reasons (e.g., maternity, child care, adoption, family trips) approve in conformity with the provision of this Agreement, at the discretion of the Administration and availability of replacements.
  6. Leaves for medical reasons.
- B. Members required to perform military service will be granted leave *of absence under* provisions of applicable federal law.
- C. A leave of absence must be requested in writing to the superintendent not less than forty-five (45) days prior to the desired starting date of the leave. The actual starting date and date of return from leave will be decided by mutual agreement of the member and the superintendent. Exceptions to this provision may be granted at the discretion of the Board.
- D. An extension of the leave, not to exceed one (1) year, may be granted at the discretion of the Board provided that the member places a request for extension in writing not later than forty-five (45) days prior to the return date established under Paragraph D supra. Exceptions to this provision may be granted at the discretion of the Board,
- E. Upon return from a leave of absence, a member shall be assigned to the former position, if available, or a substantially similar position.
- F. A member may use accumulated sick days up to the starting date of the leave provided he/she performs all contractual duties and responsibilities.
- G. Members on unpaid leave of absence who desire to maintain their medical insurance may, subject to the provisions of the carrier, make provision for payment of the premium. The Board has no obligation to pay any insurance premium for a member on unpaid leave of absence.

ARTICLE 12  
VACATIONS/HOLIDAYS

- A. Vacation - Twelve month bargaining unit members shall receive paid vacation time after they have worked at least six months. During the first year, the employee will earn up to five (5) vacation days at the rate of one (1) per month beginning with the seventh month. In each succeeding year they may earn one (1) additional day per year up to a maximum of ten (10) vacation days per year for years six through eight. Beginning in 1994-95 or upon ratification of this contract (whichever occurs later), after year eight they may earn one additional day per year up to a maximum of fifteen (15) vacation days per year. Vacation days must be used between June 15th and August 15th unless alternate dates are mutually agreed to by the Employee and Employer. Scheduling of vacation dates must be made with the employee's supervisor so as to minimize the impact of the absence. Should more than one employee request the same date(s), the affected bargaining unit member having the greatest seniority shall be granted his/her preferred vacation date(s). Vacation dates must be used within a calendar year of their being earned.
- B. Holidays - Twelve month bargaining unit members shall have the following days off with pay. Pay will be for the regularly scheduled hours of each bargaining unit member. Should the day off fall on a Saturday or Sunday, either Friday or Monday shall replace that day.
- New Years Day
  - Good Friday (1/2 day)
  - Memorial Day
  - July 4th
  - Labor Day
  - Thanksgiving Day
  - Christmas Eve (1/2 day)
  - Christmas Day
- C. If it is necessary for the bargaining unit member to work on one of the above designated holidays, approved or ordered by their supervisor or superintendent, the employee may choose overtime compensation or equivalent comp time.

ARTICLE 13  
COMPENSATION

- A. Increase in wages within classification will occur on the anniversary date of employment which is the first day the employee works in a regular capacity in that classification.
- B. Overtime Pay - Time and a half or comp time will be paid/given for any work in excess of forty (40) hours in any given week. Overtime must have the prior approval of the supervisor and the superintendent, except in emergencies. Overtime or extra activity hours will be offered on a rotation basis by building and will include full and part time custodial staff.
- C. Substitutes - During the school year, the Employer shall generally provide substitutes, if available, as required by the absence of a regular bargaining unit member. Part-time bargaining unit members who apply for sub work shall be given priority for such work provided such assignment would not result in overtime pay.
- D. Substitute Rate - A regular bargaining unit member assigned to perform the work of an absent bargaining unit member:  
(a) in the same classification will be paid their regular rate for those duties, or;  
(b) in a different classification will be paid the substitute rate.
- E. Meal/Lodging Reimbursement -  
1. The District shall reimburse drivers for all meal costs up to a maximum of seven dollars per meal. A receipt is required.  
2. The District shall reimburse drivers for the cost of a motel room if a trip involved an overnight stay. A receipt is required.  
3. A flat rate of \$100.00 will be paid to a driver for an overnight trip.
- F. Jackets - Bus Drivers and Bus Assistants shall receive new jackets every three (3) years. Uniforms - Custodians and Maintenance shall receive five sets (top and bottom) initially. Up to three sets will be replaced per year as needed. Should a uniform cleaning service be comparable in cost for a maintenance worker, the District may provide the uniform cleaning service in lieu of the above. Uniforms - Food Service employees shall receive two uniform tops every other year.
- G. Trip Cancellation/No-show - If there is a district no-show for an extra trip run, a minimum of two (2) hours at the trip rate shall be paid. If a driver does not show or give notification for a scheduled run (regular or special trip), the driver shall not be paid and shall be docked the cost of the substitute up to a 2 hour minimum.
- H. Licensing/Training/Physical Exam - The District shall pay for all required testing and training and for one-half of the license fee during the first four years of employment, three-fourths of the license fee during the second four years of employment and all of the license fee for those with over eight years of employment with the district as a driver. The District will arrange for the physical exam with a local physician and pay for its cost. Should the employee choose to use another physician, the District will reimburse the employee's cost up to the amount charged by the aforementioned local physician.
- I. Full time for the purpose of benefits shall be based on 2080 hours per year. For those employees not receiving paid holidays or paid vacation days, the 2080 hours will be adjusted by subtracting the paid vacation days and paid holidays that they would qualify for if they were a full-time 12 month employee. (i.e. If the employee was employed by the district for 7 years thus would qualify for 9 vacation days as well as the 7 paid holidays, then  $9 + 7 = 16$  days  $\times$  8 hours = 128 hours. Thus  $2080 - 128 = 1952$  would become the base figure. If the employee works 6 hours per day for 180 days 1080 hours, then  $1080/1952 = 55.32\%$ )

ARTICLE 14  
INSURANCE

- A. The Board shall provide health insurance similar to the Blue Cross/Blue Shield Community Blue PPO with \$10 Rx, PCD, PD-CM, MOPD11 for each twelve month employee, employee and spouse, or full family covered under this contract. This same coverage will be provided for the Assistant Cook.

For each twelve month employee and Assistant Cook, the Board shall provide SET Dental 50/50 with 10% incentives and Vision VSP 2.

Other bargaining unit members may elect to participate in the plan at the group rate utilizing their Flexible Spending Account and IRS Section 125 salary reduction agreement to cover the cost of the premium.

- B. The health, dental and vision insurance benefit for twelve month employees working less than full-time shall be prorated.
- C. In cases where cost of coverage exceeds the amount of subsidy, the excess shall be payroll deducted from the employee or otherwise paid by the employee utilizing the IRS Section 125 salary reduction agreement.
- D. Effective in 1994-95, Employees will be eligible for a Flexible Spending Account. Bus Drivers working for the District as of July 1, 1994 shall continue to receive no less than \$50.00 per month in lieu of insurance. Beginning in July 1, 1995, For employees not receiving health insurance under Section A above, an amount equal to 5% of the employee's gross wages will be contributed by the District. Beginning July 1, 1998 this amount will increase to 6% and beginning July 1, 1999 to 7%. The employee may contribute an additional amount up to \$2,500 of their earned income per calendar year to reimburse yourself for expenses incurred by you or an eligible dependent.

Should current tax laws change in a way that adversely affects this Flexible Spending Account, this portion of the contract shall be opened for renegotiations:

- E. All hours paid to an employee shall be considered as hours worked for the purpose of computing any of the benefits under this agreement.
- F. Any increase in insurance during July or August of the final year of this contract will be paid by the employee for those months. This increase is negotiable in the next contract and if a contract is not reached by September 1 of that year, this increase will continue to be paid by the employee.

ARTICLE 15  
DUES, FEES AND DEDUCTIONS

- A. On or before October 1 of each year, any bargaining unit member may sign and deliver to the Board, an authorization for payroll deduction of local, state and national Association membership dues. Such authorization shall continue in effect from year to year unless revoked in writing within 30 calendar days of the individual's employment in the new school year., Pursuant to such authorization, the board shall deduct a pro-rated share of such dues from each paycheck beginning in October and ending in May of each year.
  
- B. Deductions for bargaining unit members employed after the commencement of the school year shall be appropriately pro-rated.
  
- C. Payment of dues deductions shall be made monthly to the Suttons Bay Educational Support Staff Association/NMEA/MEA/NEA.



ARTICLE 16  
WAGES

For all employees, advancement on step will be dependent upon completion of an additional year of service and a satisfactory evaluation. The advancement shall occur on anniversary date of hire.

Food Service:

	<u>1997-98</u>	<u>1998-99</u>	<u>1999-2000</u>
Probationary	\$ .25 less than Level Rate of Hire		
Level 1	6.65	6.78	6.91
Level 2	7.05	7.19	7.30
Level 3	7.45	7.60	7.75
Level 4	7.90	8.06	8.22
Level 5	8.30	8.46	8.63
Level 6	8.60	8.77	8.95
Level 7	8.90	9.08	9.26

For those above scale who did not move:

+0%            +3%            +2%

Asst Cook \$13,834    \$13,912    \$13,990  
(0%+ one day) (0%+one day) (0%+one day)

Teacher Assistants:

	<u>1997-98</u>	<u>1998-99</u>	<u>1999-2000</u>
Probationary	\$ .25 less than Level Rate of Hire		
Level 1	6.75	6.89	7.03
Level 2	7.20	7.34	7.49
Level 3	7.65	7.80	7.96
Level 4	8.05	8.21	8.37
Level 5	8.45	8.62	8.79
Level 6	8.85	9.03	9.21
Level 7	9.20	9.38	9.57

For those above scale who did not move:

+0%            +3%            +2%

With teaching certification above scales +\$.40

Custodians:

	<u>1997-98</u>	<u>1998-99</u>	<u>1999-2000</u>
Probationary	\$ .25 less than Level Rate of Hire		
Level 1	7.10	7.10	7.10
Level 2	7.50	7.50	7.50
Level 3	7.95	7.95	7.95
Level 4	8.40	8.40	8.40
Level 5	8.85	8.85	8.85
Level 6	9.30	9.30	9.30
Level 7	9.75	9.75	9.75

Lead Custodian add .75 per hr  
Maintenance add \$1.30 above comparable custodial level

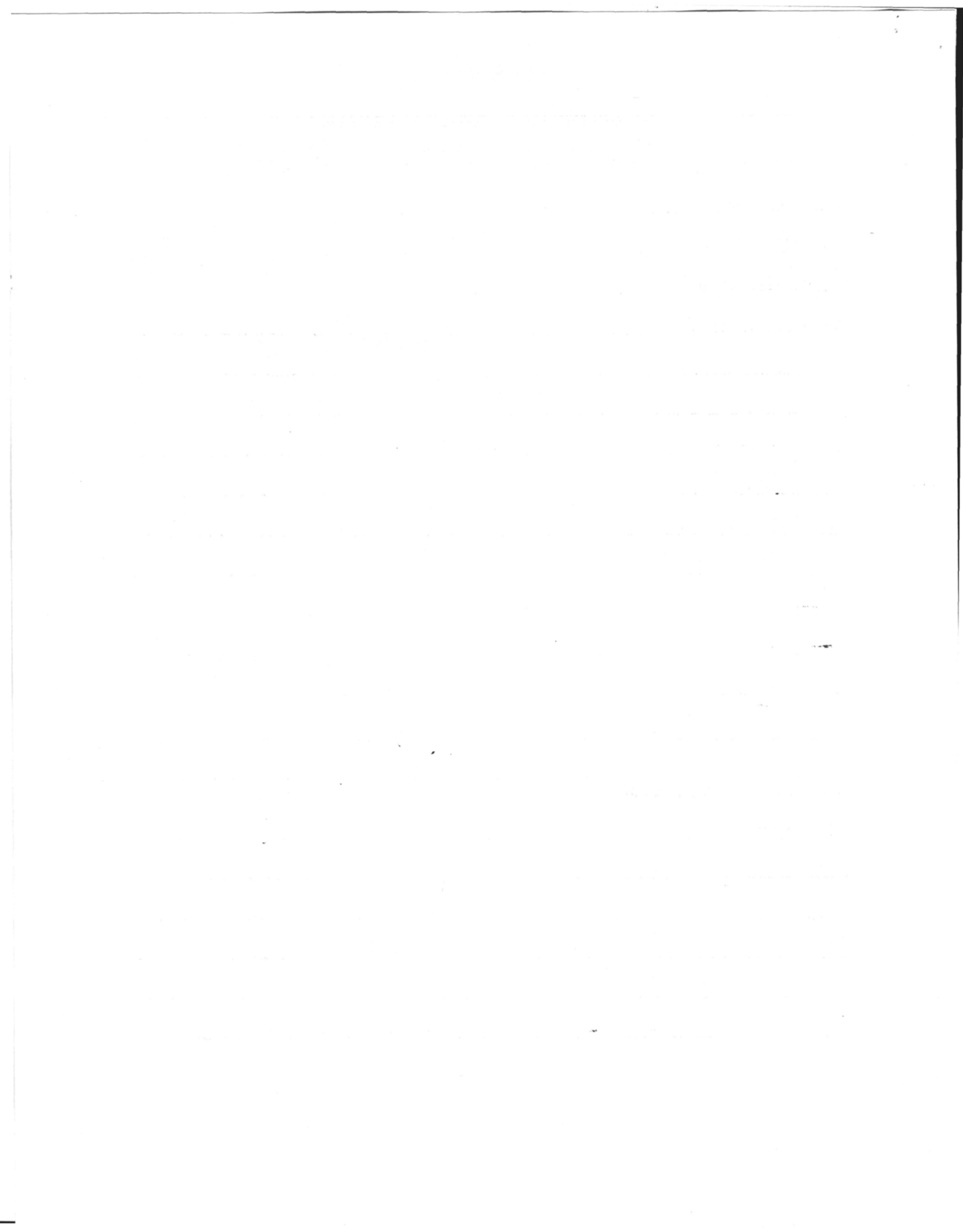
Bus Drivers:

	<u>1997-98</u>	<u>1998-99</u>	<u>1999-2000</u>
Probationary	\$ .25 less than Level Rate of Hire		
Level 1	9.00	9.00	9.00
Level 2	9.50	9.50	9.50
Level 3	10.00	10.00	10.00
Level 4	10.50	10.50	10.50
Level 5	11.00	11.00	11.00
Level 6	11.50	11.50	11.50
Level 7	12.00	12.00	12.00
Level 8	12.50	12.50	12.50

Regular run afternoon guaranteed time will increase by 15 minutes per day in Sept 1998

Extra Trip Rate    \$8.60    \$8.80

Longevity - Each bargaining unit member shall receive a longevity payment of an additional \$.10 per hour for each year of service after 8 years.



**SUTTONS BAY PUBLIC SCHOOLS  
GRIEVANCE FORM**

Grievance # \_\_\_\_\_ School Year \_\_\_\_\_ Date Filed \_\_\_\_\_

Name of Grievant \_\_\_\_\_

Association Representative \_\_\_\_\_

Date Grievance Occurred \_\_\_\_\_

Contract Section(s) Violated \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Statement of Grievance \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(Use additional sheet if necessary)

Relief Requested \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

STEP ONE

DISCUSSION WITH PRINCIPAL/SUPERVISOR

A. Date of Meeting \_\_\_\_\_

B. Disposition by Principal/Supervisor \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature of Principal

\_\_\_\_\_  
Date

STEP TWO - SUPERINTENDENT

Date Received \_\_\_\_\_

A. Date of Meeting \_\_\_\_\_

B. Disposition by Superintendent \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature of Superintendent

\_\_\_\_\_  
Date

STEP THREE - BOARD OF EDUCATION

Date Received \_\_\_\_\_

A. Date of Meeting \_\_\_\_\_

B. Disposition by Board \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature of Board President

\_\_\_\_\_  
Date

STEP FOUR - ARBITRATION

A. Date of Notification to Board \_\_\_\_\_

B. Date of Hearing \_\_\_\_\_

C. Award (Attach award of arbitration) \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

D. Date Award Received \_\_\_\_\_

PERFORMANCE EVALUATION  
TRANSPORTATION  
SUTTONS BAY PUBLIC SCHOOLS

NAME \_\_\_\_\_ POSITION: \_\_\_\_\_

SCHOOL YEAR: \_\_\_\_\_ FREQUENCY: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

EVALUATED BY: \_\_\_\_\_ POSITION: \_\_\_\_\_ DATE: \_\_\_\_\_

1) Excellent 2) Satisfactory 3) Fair 4) Needs Improvement 5) Not Observed					
JOB PERFORMANCE	1	2	3	4	5
1. Conducts pre-trip inspections of school bus prior to every trip.					
2. Uses established routes and designated bus stops.					
3. Operates bus on approved time schedule.					
4. Reports bus accidents and pupil injuries to Director of Transportation in a timely manner.					
5. Conducts emergency evacuation drills in keeping with school policies.					
6. Instructs riders regarding being responsible passengers.					
7. Drives defensively under varying traffic conditions and inclement weather.					
8. Drives with safety of students as first priority.					
9. Reports personal absences in time for supervisor to secure a substitute.					
10. Performs bus-housekeeping duties inside and outside of bus.					
11. Fills fuel tank and checks and adds fluids as necessary.					
12. Reports bus defects to supervisor.					
13. Establishes favorable working relationships with other drivers, teachers, parents, students, principals, and total school staff.					
14. Exhibits positive image as a loyal representative of Suttons Bay School District.					

1) Excellent 2) Satisfactory 3) Fair 4) Needs Improvement 5) Not Observed

JOB PERFORMANCE	1	2	3	4	5
15. Makes continuous efforts to improve own skills.					
16. Demonstrates knowledge of rules and regulations promulgated by local, state and federal authorities.					
17. Demonstrates knowledge of state laws and local ordinances.					
18. Administers disciplinary procedures in keeping with school policies.					
19. Meets minimum bus driver certification requirements.					
20. Meets physical examination requirements.					
21. Discharges students only at authorized stops.					
22. Completes all reports required for his or her vehicle.					
23. Provides Suttons Bay School District Director of Transportation an accurate list of students, by stop, time of pick up, address, and grade, riding the bus.					
24. Attends training sessions as required.					
25. Aids in loading and unloading students at school.					
26. Operates radio according to approved procedures.					

OVERALL EVALUATION:

EXCELLENT

GOOD

ADEQUATE

CONDITIONAL

UNSATISFACTORY

Recommendations and/or Comments: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Evaluator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Employee

\_\_\_\_\_  
Date

PERFORMANCE EVALUATION FOR CUSTODIAL/MAINTENANCE EMPLOYEES

NAME: \_\_\_\_\_ POSITION: \_\_\_\_\_

SCHOOL YEAR: \_\_\_\_\_ FREQUENCY: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

EVALUATED BY: \_\_\_\_\_ POSITION: \_\_\_\_\_ DATE: \_\_\_\_\_

1) Excellent 2) Satisfactory 3) Fair 4) Needs Improvement 5) Not Observed					
JOB PERFORMANCE	1	2	3	4	5
1. Maintains an attitude of mutual respect and tolerance toward others in the school setting.					
2. Dresses appropriately					
3. Shows interest and concern of the needs of students, parents, and teachers.					
4. Shows sensitivity to the needs of the community/district.					
5. Makes appropriate recommendations and referrals to the Director of Maint. and Transportation Services.					
6. Demonstrates the ability to see areas that need attention and follows through with action to correct.					
7. Maintains confidentiality and exercises good judgment in communicating information to others.					
8. Completes job assignments in a timely manner.					
9. Provides leadership in assigning duties that come up unexpectedly.					
10. Participates in meetings as needed.					
11. Maintains custodial supply inventory and replenishes requests as needed.					
12. Develops positive rapport with students, staff, parents, and teachers.					
13. Provides leadership in setup for events.					
14. Develops project lists that need to be completed and follows through on their completion when time permits.					



1) Excellent 2) Satisfactory 3) Fair 4) Needs Improvement 5) Not Observed

JOB PERFORMANCE	1	2	3	4	5
15. Makes continuous efforts to improve own service skills.					
16. Keeps buildings and premises including sidewalks, driveways and play areas neat and clean at all times.					
17. Shovel and sand walks, driveways, parking areas and steps as appropriate.					
18. Sweep classrooms and dust daily.					
19. Clean corridors each day when conditions require it.					
20. Wash windows as necessary.					
21. Keep school grounds free from rubbish.					
22. Demonstrates ability to accomplish tasks with minimal supervision.					
23. Keep all floors clean and in good state of preservation.					
24. Makes minor building repairs as needed.					
25. Applies consistent effort in pursuing job objectives; adapts to changes; acts when action is called on his/her own initiative.					
26. Reports major repairs that are needed, promptly, to the Director of Maint.					
27. Reports any damage to school property.					
28. Assume responsibility for opening of the building or rooms each school day, as assigned or on facility schedule.					
29. Moves furniture and equipment within buildings as required for various activities and as directed by the Director.					
30. Assumes responsibility for checking that all doors and windows are secured and that all lights, except those left on for safety reasons, are turned off when building is not in use.					
31. Scrub and disinfect all bathrooms daily and clean sanitary fixtures and drinking fountains daily.					

1) Excellent 2) Satisfactory 3) Fair 4) Needs Improvement 5) Not Observed

JOB PERFORMANCE	1	2	3	4	5
32. Maintains good working relationships and has ability to be an effective team member.					
33. Repairs, maintains, and cleans boiler equipment as necessary.					
35. Assists the Director of Transportation in managing and maintaining the bus fleet.					
36. Assists in checking bus routes for unsafe conditions during adverse weather conditions.					
37. Provides maintenance and repair of all equipment as necessary.					
38. Prepares all fields, grounds, and facilities for school activities.					
39. Maintains buildings and grounds to ensure a safe and clean environment.					
40. Maintains a coordinated inventory control program for all areas.					

COMMENTS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

EMPLOYEE SIGNATURE

DATE

