

6/30/95

BOARD APPROVED: 12/21/92
RATIFIED: 12/15/92

A G R E E M E N T

BAY-ARENAC INTERMEDIATE SCHOOL DISTRICT
SERVICE EMPLOYEES ASSOCIATION (BAISDSEA)

Representing the following Employee Positions of the
Bay-Arenac Intermediate School District:

- ADMINISTRATIVE SECRETARY
- ARTIST/DESIGNER
- A-V COMPUTER TECHNICIAN
- A-V EQUIPMENT REPAIR TECHNICIAN
- A-V OFFICE MACHINE TECHNICIAN
- A-V REPAIR TECHNICIAN
- A-V REPAIR TECHNICIAN/VIDEO PRODUCTION
- BOOKKEEPER
- CENTER PROGRAM SECRETARY
- CENTRAL REGISTRY CLERK
- CENTRAL REGISTRY SECRETARY
- CHILD CARE GIVER
- CUSTODIAN - NIGHT
- CUSTODIAN - ASSISTANT
- GENERAL SECRETARY
- GRAPHIC TECHNICIAN
- MEDIA COLLECTION/SHIPPING
- MEDIA TECHNICIAN/CLERK
- PRINTING TECHNICIAN
- WORK EXPERIENCE COORDINATOR

Bay-Arenac Intermediate School District

Effective 3 Years:

- 1992-93
- 1993-94
- 1994-95

1957-1958
1959-1960
1961-1962

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AGREEMENT

Between the Association and the
Bay-Arenac Intermediate Board of Education

This Agreement is entered into this First day of July, 1992, by and between the Intermediate Board of Education of Bay and Arenac Counties, Bay City, Michigan, hereinafter called the "Board", and the Bay-Arenac Intermediate School District Service Employees Association, hereinafter called the "Association".

ARTICLE I - RECOGNITION

The Board hereby recognizes the Association as the exclusive and sole bargaining representative, as defined in Section II of Act 379 Public Acts of 1965, for the following Bay-Arenac Intermediate School District personnel during the term of this contract, hereinafter called "Employees":

Administrative Secretary
Artist/Designer
A-V Computer Technician
A-V Equipment Repair Technician
A-V Office Machine Technician
A-V Repair Technician
A-V Repair Technician/Video Production
Bookkeepers
Center Program Secretaries
Central Registry Clerk
Central Registry Secretary
Child Care Giver
Custodian - Night
Custodian - Assistant
General Secretaries
Graphic Technician
Media: Collection/Shipping
Media Technician/Clerk
Printing Technicians
Work Experience Coordinator

Definition: The term "Service Personnel" when used hereinafter in this Agreement shall refer to all employees represented by the Association in the bargaining or negotiating unit as defined above.

ARTICLE II - RIGHTS OF THE ASSOCIATION

A. Association Rights: Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that employees covered by this agreement shall have the right to freely support the Association for the purpose of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection. As a duly-elected body exercising governmental power under the cover law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce by Act 379 or other laws of Michigan or the Constitutions of Michigan and the United States, that it will not discriminate against any Service Personnel with respect to hours, wages, or any terms or conditions of employment by reason of their membership in the Association, their participation in any lawful activities of the Association or collective negotiations with the Board or their institution of any grievance, complaint or proceedings under this agreement or otherwise with respect to any terms or conditions of employment. Arrangements for special meetings regarding matters affecting the Association shall be made between the Association President and the designated representative(s) of the Board upon the request of either party. The Association shall have at least two (2) officers present at such meetings.

- B. No Discipline: The private and personal life of any Service Personnel, including their political activities, shall not be grounds for any discipline or discrimination with the respect to the Service Personnel's employment. No employee shall be disciplined or discharged without due process.
- C. Non-Discrimination: The parties to this Agreement hereby agree that they shall not discriminate against employees covered by this Agreement because of age, race, sex, color, religion, national origin, height, weight, handicap or membership in any labor organization or association.
- D. Use of Facilities and Office Equipment: Upon notifying the Superintendent in advance, the Association and its representatives shall have permission to use office facilities, equipment, and bulletin board space without charge when such equipment is not otherwise in use. Any negligent damages to equipment while being so used will be paid for by the Association.

ARTICLE III - MANAGEMENT RIGHTS CLAUSE

The Board, on its own behalf and on behalf of the electors of the District, hereby retain and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the constitution of the State of Michigan, and of the United States.

- A. The Association recognizes and agrees that the Board, as the employer, has the responsibility and the authority to manage and direct, by the establishment of and administration of policy, in behalf of the public, all operations and activities of the Bay-Arenac Intermediate School District to the full extent of the law.
- B The Association recognizes and agrees that the Board retains sole right and responsibility to manage and operate the school district in all respects.
- C. All management rights and functions, except those which are clearly and expressly abridged by this Agreement, shall remain vested exclusively in the Board.
- D. It is expressly recognized, merely by way of illustration and not by way of limitation, that such rights and functions include but are not limited to the following:
 - 1. Full and exclusive control of management of the school district, the supervision of all operations, the methods, processes, means and personnel by which any and all work will be performed, the control and property and the composition, assignment, direction and determination of the size and type of its working forces.
 - 2. The right to determine the work to be done and the standards to be met by employees.
 - 3. The right to change or introduce new operations, methods, processes, means of facilities and the right

to determine whether and to what extent work shall be performed by employees.

4. The right to hire, establish and change work schedules, set hours of work, establish, eliminate or change classifications, assign, transfer, promote, demote, release and layoff employees, with due process.
5. The right to determine the qualifications of employees.
6. The right to discipline, suspend, and discharge employees with due process and to maintain an orderly, effective and efficient operation.

ARTICLE IV - MISCELLANEOUS

- A. Cost of Printing Agreement: The Board agrees to having this Agreement printed.
- B. Review of Personnel File: Each employee shall have the right to review his/her personnel file upon request and may have a grievance representative present.
- C. Information for Bargaining: The Association has the right to information necessary to carry on collective bargaining and to administer this Agreement. Original records may be examined only at the offices of the Bay-Arenac Intermediate School District.

ARTICLE V - INSURANCE

- A. Life Insurance: The Board shall provide group life insurance protection in the amount of \$20,000.00 that will be paid to the Service Personnel's designated beneficiary. In the event of accidental death, the insurance will double the specified amount. Carrier selected shall provide for continuation of a percentage of the above group coverage at group rates by payroll deduction (from the retiree's state teachers' retirement checks) when employee reaches retirement. Any employee shall be eligible for the \$20,000.00 group term package who is employed on a 38-52 week schedule.
- B. Blue Cross/Blue Shield: The Board shall provide complete health care protection for the employee, spouse and dependent children through the Blue Cross/Blue Shield 4-Star Plan . A single person coverage would pay \$5.00 per month, the two person and family coverage will pay \$10.00 per month. If the insurance rate goes above the 1992-93 rates, the employee would pay the same percentage of increase on their co-pay that their contract wage scale goes up.
- C. Dental Coverage: The Board shall provide Dental Coverage: Blue Cross/Blue Shield CR 50, MBL 1000, OS-50, (1000) 50% co-pay with orthodontic coverage.
- D. Vision Insurance: The Board shall provide vision care for employee, spouse, and dependent children beginning January, 1993 comparable to SET/SEG Plan I.

- E. Other Options: Employees not wishing health care protection may apply \$80.00 per month for 1992-93; \$80.00 per month for 1993-94; and \$80.00 per month for 1994-95, toward all available options now provided, to include: Group Term Life, Loss of Time, Vision, Hospital Confinement, Indemnity Insurance and Board Approved Annuity.
- F. Continuation of Coverage: In the event that an employee is absent because of illness or injury for an extended period of time, the above mentioned fringe benefits shall continue for a maximum of six (6) months. Employees shall be covered by fringe benefits the first day of return from an authorized leave of absence. Coverage will begin the first day of employment, subject to the limitation of the insurance carrier.
- G. Continuation Upon Layoff: In the event of Layoff, an employee's life, hospitalization/medical insurance shall be continued at the Board's expense for a period of one (1) month from the end of the month in which the employee last worked. Subject to the limitations of the insurance carrier, employees on Layoff may pay the life, hospitalization/medical insurance premiums to the Board prior to the premium date. Employees shall be covered by fringe benefits at the Board's expense the first day of return from a Layoff.
- H. Hospitalization: Full-time employees who work thirty-seven and one-half (37-1/2) hours each week on a regularly scheduled basis shall be eligible for the fringe benefits provided in this Article. Part-time employees who have worked a minimum of 90 days, and who work

twenty (20) hours or more, up to thirty (30) hours each week on a regularly scheduled basis shall be eligible for a pro-rata portion of hospitalization for a single person. Part-time employees who have worked a minimum of ninety (90) days, and who work thirty (30) hours or more each week, up to thirty-seven and one-half (37-1/2) hours each week on a regularly scheduled basis shall be eligible for a pro-rata portion for all fringe benefits including hospitalization for full family.

ARTICLE VI - CONDITIONS OF EMPLOYMENT

- A. Provisions for Safety and Health: The Board and/or Manager of Physical Plants will make reasonable provisions for the safety, health and comfort of its employees during their hours of employment.
- B. Unsafe or Hazardous Conditions: Service Personnel shall not be required to work under unsafe or hazardous conditions, or to perform tasks which endanger their health, safety or well-being. The Board shall require Bay-Arenac Intermediate School District to adhere to present MIOSHA standards.
- C. Safety Committee: There will be a Safety Committee which shall include at least one Association member at large, the building custodian, and/or Manager of Physical Plants. The purpose of this committee will be to advise the Superintendent or his/her designee of conditions which, in its judgement, may constitute unsafe and/or

unhealthy conditions. The committee will advise the Superintendent or his/her designee of conditions of the facility and meet as needed to fulfill this purpose.

- D. Pay for Time Lost on Day of Injury: An employee injured while performing his/her duties for the Board will be paid at the appropriate rate for any time lost that he/she otherwise would have worked on the date of injury only. (Also see Article V, Item F.)
- E. Step Advance: It is agreed that all existing classifications and/or any new classifications which may be established shall advance not less than one (1) step each year unless they are already at the top.
- F. Merit Pay: The Superintendent may recognize employees where merit is deserved by way of a salary increase or bonus pay.
- G. New Hires: The Board agrees not to start new Service Personnel higher than step 4. New employees shall be on probation during the first ninety (90) days, during which period they have no seniority and may be discharged by the Board without assigning any cause therefor. Upon completion of the probationary period, their names shall be placed on the seniority list as of the date they were employed.
- H. New Classifications: If, during the life of this agreement, the duties and responsibilities of an Association member are substantially changed, the Board may establish a new classification

and appropriate wage scale. When the employee assumes the new classification, he/she shall be placed on that classification's wage scale and be given credit for years of service and other relevant factors. (i.e. employee's record - absences, tardiness, attainment of a degree, ability to perform new duties, etc.)

ARTICLES VII - HOURS OF WORK

- A. Definition of Full-Time Personnel: Service Personnel who work thirty-seven and one-half (37-1/2) hours a week are recognized as full-time personnel for all purposes.
- B. Working Hours: Seven and one-half (7-1/2) hours of work shall constitute a regular work day, and thirty-seven and one-half (37-1/2) hours of work shall constitute a regular work week, made up of five (5) seven and one-half (7-1/2) hour days. If an employee is required to work more than thirty-seven and one-half (37-1/2) but not more than forty (40) hours, he/she may elect pay or compensatory time at straight time.
- C. Relief Time: Employees are entitled to relief time, morning and afternoon, not to exceed fifteen (15) minutes at either time, and a one (1) hour unpaid lunch time.
- D. Tardiness: Any employee arriving after the beginning of the work day shall have their pay deducted in quarter-hour (1/4) increments.

ARTICLE VIII - OVERTIME HOURS

- A. Overtime: Overtime rates shall apply for hours of employment over forty (40) hours per calendar week.
1. No overtime shall be worked without written approval of the Superintendent of his/her designee.
 2. The rate of overtime shall be one and one-half (1-1/2) the regular rate of pay. Compensatory time at time and one-half (1-1/2) shall be paid in lieu of overtime rate if the employee requests it.

ARTICLE IX - TRAVEL

- A. Meals: When attending meetings, workshops, or conferences, reimbursement for meals will be made not to exceed \$24.00 per day, and receipts must be provided.
- B. Accommodations: Reimbursement shall be made for all actual expenditures for overnight accommodations. Paid receipts are required.
- C. Milage Rate: The price of unleaded gasoline shall be obtained from one east side station and one west side station during the last week of each month. The average price shall be computed to establish the rate to be applied during the following month.

<u>Average Price of Gas</u>	<u>Cents per Mile for the Month</u>
.90 - .99	.20
1.00 - 1.09	.21
1.10 - 1.19	.22

<u>Average Price of Gas</u>	<u>Cents per Mile for the Month</u>
1.20 - 1.29	.23
1.30 - 1.39	.24
1.40 - 1.49	.25

This schedule could change depending on the price of gas.

- D. Adjustments: When adjustments are made in the above rates that reflect an increase in the rate paid to employees of the Board, such adjustments shall also be made for all bargaining unit employees the first of the month following such adjustments.

ARTICLE X - SICK LEAVE & LEAVES OF ABSENCE

- A. Sick Leave: Sick leave with pay shall be granted in cases of sufficiently severe illness to the employee, spouse, or dependent children. A maximum of three (3) days shall be allowed when the illness involves family members of the employee. All employees shall be entitled to one (1) day of sick leave for every completed month of employment. Beginning with the third (3rd) year of employment, employees shall receive twelve (12) paid days per year, to be available July 1 of each contract year, accumulative to ninety (90) days for 1992-93, ninety (90) days for 1993-94, and ninety (90) days for 1994-95.
- B. Doctor's Statement: The Superintendent may require a doctor's statement for any or all days used, if abuse is suspected.

- C. Bereavement Leave: In the event of death in the immediate family (mother, father, husband, wife, child, sister, brother, grandchild, grandparent, mother-in-law, father-in-law,) the employee shall be granted up to a three-day leave of absence with pay, not chargeable against sick leave allowance. In the event of death of an employee's brother-in-law, or sister-in-law, one (1) day of leave of absence with pay shall be granted, not chargeable to sick leave. Should additional days be needed, employee shall have the option of using paid sick days, paid vacation days, or time off without pay. Extensions may be granted upon approval of superintendent or his/her designee.
- D. Funerals: The Superintendent/Designee shall use his/her discretion in the event of other funeral or emergency situations.
- E. Payment Upon Retirement: Upon completion of 10 or more years of service at BAISD, employee shall receive retirement pay of \$20.00 per day for all unused sick leave, up to 90 days in 1992-93, 90 days in 1993-94 and 90 days in 1994-95. In the event of an employee's death, retirement pay shall be awarded to his/her beneficiary or estate.
- F. Maternity leave: Maternity leave of up to one (1) year shall be granted without pay or loss of seniority rights. An employee returning from leave provided for in this paragraph shall be placed on the next step of the salary schedule from which the employee went on leave. Upon request the leave may be renewed for up to one (1) additional year.

- G. Employment of Handicapped Employees: In the event an employee sustains an occupational disability and becomes handicapped as a result thereof, every effort will be made by the Board to provide the handicapped employee such suitable employment as is available within the bargaining unit.
- H. Leaves of Absences: A member of the Association may apply and be granted unpaid health leave up to one (1) year without loss of seniority rights or accumulated sick leave when that employee's health or the health of a member of the immediate family (father, mother, husband, wife, or child) warrants it.

ARTICLE XI - HOLIDAYS

- A. Holidays: The legal holidays are New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. Employees must work the day before or the day after the holiday (or use paid vacation time) to be paid for such a day. In addition, all employees are paid for legal holidays which occur during their work year, the last working day prior to Christmas or the first working day following Christmas, the Friday following Thanksgiving, Good Friday and all day New Year's Eve.
- B. Holiday During Vacation : If a holiday for which the employee is eligible falls during his/her vacation, an additional day's vacation shall be granted.

ARTICLE XII - VACATIONS

- A. Fifty-Two Week Employee Paid Vacation: Paid vacations shall be as listed below. After completing the first year, there shall be a fixed anniversary date of January 1 or July 1 (any employee hired between April 1 and September 30 would have a fixed anniversary date of July 1; between October 1 and March 30, an anniversary date of January 1).

Example:

Beginning with year #:	1	2	3	4	5	6	7	8	9	10	11	12
Vacation days:	0	5	11	11	12	13	15	16	17	18	19	20

- B. Thirty-Eight to Fifty-One Week Employee Paid Vacation:

Employees on a work assignment from 38 weeks through 51 weeks shall be entitled to one (1) week paid vacation per year of employment to be taken at Christmas vacation or spring vacation time. After three years of employment, such 38 to 51 week employees shall be entitled to two weeks vacation to be taken during the Christmas and spring vacation periods. When an employee becomes a 52 week employee they shall be entitled to vacation as a 52 week employee with full (52 week) credit for completed years of service from date of hire.

- C. Vacation Carry-Over: When an employee does not use up his/her accumulated vacation days within the contract year, a six (6) month extension of time shall be granted. The number of vacation days carried forward into a new calendar year shall not exceed the number of days earned during the previous calendar year.

- D. Scheduling Vacations: Paid vacation schedules shall be set up in accordance with the department in which the employee works. Paid vacation schedules shall be worked out with the approval of the employee's supervisor and the personnel office. Employee will be notified of approval/disapproval within five (5) working days of submitting vacation request form.
- E. Vacation Pay Upon Termination: Upon termination for any reason, the employee or his/her estate will be paid for whatever vacation time he/she has accumulated during the year, based on the anniversary date of the employee, in which he/she either retires or leaves the employment of the Board. Payment shall be made within fifteen (15) days of termination.
- F. Vacation Pay: Employees shall receive their regular rate of pay for vacations.
- G. Vacation Waiver: A vacation may not be waived by an employee and extra pay received for work during that period.
- H. Other Vacations: Employees may be permitted to take vacations at other times with their supervisor's approval.

ARTICLE XIII - INCLEMENT WEATHER

- A. Snow Days: On days when area schools are closed because of inclement weather all Association employees shall report to their assigned stations at the regular time or as soon as safe travel conditions will permit.

Employees who are unable to report to work shall notify the Administration. When the office remains open, absences resulting from inclement weather will be deducted from their salary. Employees shall be permitted to make up the hours missed as the result of reporting late for work on an inclement weather day, at straight time only. There will be a memo of understanding between the Board and the Association that an employee may work up to one-half (1/2) hour each day for up to three (3) weeks, to make up time lost.

ARTICLE XIV - GRIEVANCE PROCEDURE

- A. Purpose: The purpose of the grievance procedure shall be to provide a method for complaints to be voiced in an orderly manner such that the proper authority can resolve such matters fairly and in a timely manner.
- B. Definition of Grievance: A grievance is a complaint regarding an alleged violation or misinterpretation of the articles provided in this Agreement.
- C. Levels of Procedure:
- LEVEL ONE: Employee discussion with the Association's representative to see if he/she concurs that a grievance exists.
- LEVEL TWO: Employee discussion with Administrator or his/her designee, in the hope of resolving the matter. An association representative may be present at the employee's request.
- LEVEL THREE: A written signed grievance must be filed within seven (7) working days after the occurrence of the alleged violation, stating the nature of the grievance, the article and section of the Agreement allegedly violated. The grievance will be submitted to the Administrator or his/her designee and a decision rendered within seven (7) working days.

LEVEL FOUR: If the grievance is not solved within seven (7) working days of the filing with the Administrator, the grievance will move from the Administrator of Bay-Arenac I.S.D. to the Deputy Superintendent of the Bay-Arenac I.S.D., to be resolved within seven (7) working days.

LEVEL FIVE: If this decision is not satisfactory, the aggrieved employee(s) may file the grievance with the secretary of the Board in writing at least one week prior to the next regular board meeting. The Board will place said grievance on the Agenda at its next regular board meeting, at which time the aggrieved employee(s) and two (2) Association Representatives will be given an opportunity to be heard. The Board will render its decision, in writing, within seven (7) working days.

LEVEL SIX: If the decision of the Board is not satisfactory to the Association, the grievance may be submitted to a state mediator. The mediator shall submit his/her recommendation to both parties, which will not be binding on either party. The Board shall review their decision made at Level Five.

- D. Forms for Filing: Forms for filing and processing grievances have been formulated and approved and are on file with the Board and Association.
- E. Withdrawal of Grievance: The employee and/or association retains the right to withdraw grievance at any level, without prejudice.
- F. Determination Information: Information necessary to the determination and processing of the grievance will be provided by the Administration.
- G. Time Limits: The number of days indicated in each level, as set forth

above, is considered to be a maximum, and the failure of an employee and/or association to proceed to the next step of the grievance procedure, within the time limits as set forth, will be an acceptance of the decision previously rendered and will constitute a waiver of any future appeal concerning the particular grievance. The failure of an administrator, at any step, to communicate his/her decision to the employee and/or association within the specified time limits will permit the employee and/or association to proceed to the next step. All time limits may be extended by mutual agreement, in writing.

- H. Acceptable Processing Times: It will be the practice of both parties to process grievance procedures during times which do not interfere with assigned duties, if possible.

ARTICLE XV - ASSOCIATION BARGAINING COMMITTEE

- A. Composition: The Bargaining Committee of the Association shall include not more than seven (7) employees who are covered by the Agreement and who are members of the Association. The Bargaining Committee may also include not more than two (2) non-employee representatives of the Association.

The Association shall submit to the Board, in writing, the names of its employees and non-employee representatives in the Bargaining Committee prior to negotiations, and in the event of a change during negotiations, at least five (5) working days prior to the next session.

ARTICLE XVI - SENIORITY

- A. New Employee: A new employee will be considered as a probationary employee until he/she has worked in a permanent position for ninety (90) working days within a six (6) month period. An employee must work one (1) additional day for each day of absence during the probationary period. The six (6) month period does not include the summer vacation period for school-year employees.
- B. Seniority List: Seniority within the employee's bargaining unit shall be established upon completion of the probationary period, effective as of the date of hire. For employees having the same seniority date, the most senior employee will be determined by draw. A copy of the current SEA seniority list shall be furnished annually to the Association on July 1.
- C. Seniority Date/Salary Schedule: The employee's seniority date shall not automatically determine the employee's placement on the salary schedule.
- D. Reduction of Personnel: Seniority shall be terminated for the following reasons:
1. The employee quits.
 2. The employee is discharged.
 3. The employee is laid off for a continuous period equal to the seniority he/she had acquired at the time of layoff.
 4. The employee retires.
 5. The employee fails to return from layoff within seven (7) working days after notification by certified mail.
 6. The employee fails to notify the employer of his/her intention of returning to work within seven (7) working days after the expiration of a leave.

- E. Rights of Employees Displaced/Laid Off: An employee who is laid off shall have seniority rights within their bargaining unit if a vacancy occurs. If he/she has more seniority and is qualified to fill another position, he/she shall be tested and may be placed in that position. Employer shall notify employees, in writing, fourteen (14) days prior to lay-off. Employees with the least years of service according to seniority list (within their classification) shall be laid-off first. Laid off employees with the most years of service according to seniority list shall be the first to be offered re-employment. Laid-off employees shall retain and continue to accumulate seniority.
- The S.E.A. and administration shall meet prior to any layoff to discuss possible options and concerns regarding the employee to be displaced.
- F. Seniority Freeze: An employee who is transferred to a position with the Board that is not covered by the terms and conditions of this agreement shall retain seniority, and seniority shall be frozen as of the date the employee left the unit and shall be entitled to exercise such seniority upon return to the bargaining unit.
- G. Probationary Employee: Probationary employees who are laid-off or discharged shall not have recourse to the terms of this agreement.

ARTICLE XVII - JURY LEAVE

- A. Paid Jury Leave: An employee who is off work for jury/subpoena duty shall be paid his/her full salary for such time missed. If an employee is released from jury/subpoena duty prior to the end of his/her regular working day, he/she must contact his/her supervisor for direction for the balance of that working day. The amount the employee is paid for

jury/subpoena duty from the court, less any meal or mileage reimbursement, shall be paid to the Board and the employee shall receive his/her regular paycheck.

ARTICLE XVIII - SECURITY CLAUSE

A. Payment of Dues: Employees who are members of the Association shall as a condition of employment pay the Association each month the dues, assessments and initiation fee provided, however, no employee shall be terminated under this Article unless:

1. The Association has notified the member by certified letter addressed his/her address last known to the Association, spelling out that he/she is delinquent in payment of dues or fees, specifying the current amount of delinquency, and warning the employee that unless such amount is tendered within ten (10) calendar days, he/she will be reported to the Board for termination from employment as provided herein, and
2. The Association has furnished the Board with written proof that the foregoing procedure has been followed and has supplied the Board with a written demand that the employee be discharged for failure to conform to the provisions of this Article. The Association shall provide the Board, in affidavit form signed by the Association Treasurer, a certification that the amount of delinquency does not exceed the collective bargaining service fee.

The Board shall then provide the employee with two (2) weeks' termination notice specifying the date he/she will be discharged if delinquent dues or fees are not tendered on or before one (1) day prior to the discharge date.

B. Check-Off: The Board will check-off fees, monthly dues and assessments on the basis of individually signed voluntary check-off authorization cards. A properly executed copy of the form authorizing check-off by an employee shall be delivered to the Board before any payroll deductions are made. Deductions shall become effective the first day of the month following the month the authorization is delivered to the employer and shall be deducted from the first pay of the month and each month thereafter. An employee shall cease to be subject to check-off deductions beginning with the month immediately following the month in which he/she is no longer a member of the bargaining unit.

In the event an employee has no pay due or insufficient pay to permit the deduction on the first pay of the month, the deduction shall be made on the first pay of the next month. The Board shall not be liable for the remittance or payment of any sums other than those constituting actual deductions made; and if for any reason it fails to make a deduction for any employee as above provided, it shall make that deduction from the employee's next pay in which such deduction is normally deducted after the error has been called to its attention by the employee or the Association.

C. Association Members: Employees who are not members of the Association as of October 27, 1980, and all new employees hired after October 27, 1980, shall not be covered by this Article (XVIII). The Association will indemnify and save the Board harmless for all sums checked off and/or remitted to the Association together with all costs, including attorney's fees and damages incurred by the employer in connection with this Article.

ARTICLE XIX - VACANCIES

- A. Posting of Vacancies: Whenever a vacancy in a non-administrative position in the Bay-Arenac Intermediate District shall occur, the Board shall publicize same by posting such a position at each work site. The notice shall contain a job description, qualifications and proposed salary. Ten calendar days notice shall be given before such vacancies shall be posted outside the Bargaining Unit. If a vacancy occurs during the summer, the Association members shall be notified of such vacancy by mail.
- B. Filling a Vacancy: Employees interested in such vacancies shall notify the designated administrator in writing. In filling vacancies, the designated administrator shall consider the experience attainments, competency, educational qualifications, length of service in the Bay-Arenac Intermediate School District and other relevant factors of the candidates. If all other factors are equal, the applicant with the longest period of continuous service with the Bay-Arenac Intermediate School District shall be given preference for such vacancy.

ARTICLE XX - FEDERAL AND STATE LAWS

In the event that any of the provisions of this Agreement shall be or become invalid or unenforceable by reason of any federal or state law now existing or hereinafter enacted, such invalidity or unenforceability shall not affect the remainder of the provisions thereof.

ARTICLE XXI - DURATION AND TERMINATION OF AGREEMENT

- A. This Agreement shall become effective July 1, 1992 and shall continue in full force and effect, without change, until June 30, 1995 and unless either party shall give written notice to the other at least sixty days prior to June 30, 1995 or any June 30 thereafter of its desire to modify, amend or terminate this Agreement, then said Agreement shall be automatically renewed upon the same terms and conditions for a period of one year, and so on from year to year.
- B. Notice, in accordance with Paragraph A above, shall be given by certified mail, be completed by and at the time of mailing, and if given by the Board, to be addressed to the Bay-Arenac Intermediate School District Service Employees Association, in care of Bay-Arenac Intermediate School District, and if by the Association to be addressed to the Bay-Arenac Intermediate School District, 4228 Two Mile Road, Bay City, Michigan. Either party may, by like written notice, change the address to which certified mail notice to it shall be given.

AGREEMENT - BAY-ARENAC SERVICE EMPLOYEES ASSOCIATION

BAY-ARENAC SERVICE EMPLOYEES ASSOCIATION

Connie J. Frank - Pres.

Robert J. Wengrich Jr. *Chairman*
neg. committee

Carolyn Urban *Conv.*
Sec.

Julie A. Whyte - Rec. Sec.

Ruth J. Bladicki *Treasurer*

BAY-ARENAC INTERMEDIATE BOARD OF EDUCATION

W. Thomas Burdick

James Standa

J. Tom Schme

Cochran A. Kossrider

Frank H. Pavenport

Angela v. Fenton

Wayne Du Bois

CLASSIFICATION / JOB TITLES
SERVICE EMPLOYEES ASSOCIATION BARGAINING UNIT

A. BOOKKEEPER

B. CUSTODIAN

1. Custodian - night
2. Assistant Custodian

C. GRAPHICS

1. Printing Technician
2. Graphic Technician
3. Artist/Designer

D. A-V REPAIR

1. Computer Video Technician
2. Technician
3. Technician/Video Production
4. Equipment Repair Technician
5. Office Machine Technician

E. CLERICAL

1. Administrative Secretary
2. Center Program Secretary
3. Central Registry Clerk
4. Central Registry Secretary
5. General Secretary
6. Media Collection/Shipping
7. Media Technician/Clerk

F. CHILD CARE

1. Work Experience Coordinator
2. Child Care Giver

NOTE: A, B, C, D, E, F shall be defined as CLASSIFICATIONS
1, 2, 3, 4, etc. shall be defined as JOB TITLES

SERVICE EMPLOYEES ASSOCIATION

BARGAINING UNIT Payscale

	<u>Payscale</u>
A. BOOKKEEPER	II
B. CUSTODIAN	
1. Custodian - night	SALARY
2. Assistant Custodian	SALARY
C. GRAPHICS	
1. Printing Technician	I
2. Graphic Technician	I
3. Artist/Designer	SALARY
D. A-V REPAIR	
1. Computer Video Technician	SALARY
2. Technician	II
3. Technician/Video Production	II
4. Equipment Repair Technician	SALARY
5. Office Machine Technician	SALARY
E. CLERICAL	
1. Administrative Secretary	II
2. Center Program Secretary	II
3. Central Registry Clerk	II
4. Central Registry Secretary	SALARY
5. General Secretary	I
6. Media Collection/Shipping	I
7. Media Technician/Clerk	I
F. CHILD CARE	
1. Work Experience Coordinator	SALARY
2. Child Care Giver	III

S.E.A. BARGAINING UNIT Payscale

<u>Step</u>	<u>Payscale I</u>		
	<u>4-3/4%</u> <u>1992-93</u>	<u>4-1/2%</u> <u>1993-94</u>	<u>4-1/2%</u> <u>1994-95</u>
1.	7.30	7.63	7.97
2.	7.62	7.96	8.32
3.	8.00	8.36	8.74
4.	8.35	8.73	9.12
5.	8.77	9.16	9.57
6.	9.21	9.62	10.05
7.	9.67	10.11	10.56
8.	10.08	10.53	11.00
9.	10.47	10.94	11.43
10.	10.86	11.35	11.86

<u>Step</u>	<u>Payscale II</u>		
	<u>4-3/4%</u> <u>1992-93</u>	<u>4-1/2%</u> <u>1993-94</u>	<u>4-1/2%</u> <u>1994-95</u>
1.	7.49	7.83	8.18
2.	7.87	8.22	8.59
3.	8.22	8.59	8.98
4.	8.64	9.03	9.44
5.	8.98	9.38	9.80
6.	9.45	9.88	10.32
7.	9.89	10.34	10.81
8.	10.38	10.85	11.34
9.	10.80	11.29	11.80
10.	11.20	11.70	12.23

S.E.A. BARGAINING UNIT PAYSCALE

Step	<u>PAYSCALE III</u>		
	<u>4-3/4%</u> <u>1992-93</u>	<u>4-1/2%</u> <u>1993-94</u>	<u>4-1/2%</u> <u>1994-95</u>
1.	7.19	7.51	7.85
2.	7.50	7.84	8.19
3.	7.80	8.15	8.52
4.	8.19	8.56	8.95
5.	8.44	8.82	9.22
6.	8.82	9.22	9.63
7.	9.16	9.57	10.00
8.	9.47	9.90	10.35
9.	9.79	10.23	10.69
10.	10.10	10.55	11.02

S.E.A. "SALARIED GROUP"

<u>NAME</u>	<u>4-3/4%</u> <u>1992-93</u>	<u>4-1/2%</u> <u>1993-94</u>	<u>4-1/2%</u> <u>1994-95</u>
ARTIST DESIGNER	12.08/hr	12.62/hr	13.19/hr
ASSISTANT CUSTODIAN	5.75/hr	6.01/hr	6.28/hr
AV EQUIP.REPAIR TECHNICIAN	23,654	24,718	25,830
BUILDING CUSTODIAN Night Shift	11.35/hr +.10	11.86/hr +.10	12.39/hr +.10
CENTRAL REGISTRY SECRETARY	21,495	22,462	23,473
COMPUTER/VIDEO TECHNICIAN	27,941	29,198	30,512
OFFICE MACHINE TECHNICIAN	24,137	25,223	26,358
WORK EXPERIENCE COORDINATOR	17.43/hr	18.21/hr	19.03/hr