

6/30/91

AGREEMENT BETWEEN THE
BIG BAY DE NOC SCHOOL DISTRICT
BOARD OF EDUCATION

AND

THE BIG BAY DE NOC SCHOOL DISTRICT
SUPPORT PERSONNEL

FOR

1988-89
1989-90
1990-91

Big Bay de Noc School District

THE UNIVERSITY OF CHICAGO
LIBRARY
540 EAST 57TH STREET
CHICAGO, ILL. 60637

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This agreement is entered into this first day of July, 1988, by and between the Board of Education of the Big Bay de Noc School District, hereinafter referred to as the "Board" or "employer," and the Big Bay de Noc local of the Michigan Education Support Personnel Association, hereinafter referred to as the "Union," "Association," or "MESPA."

PURPOSE AND INTENT

The general purpose of this agreement is to set forth terms and conditions of employment and to promote orderly and peaceful labor relations with the mutual interest of the Board, the employees, and the union.

The parties recognize that the interest of the community and the job security of the employees depend on the employer's success in establishing a proper service to the community.

In light of the statutory obligation of the Board to bargain, pursuant to Act 379 of the Michigan Public Acts of 1965, with the union with respect to hours, wages, and terms and conditions of employment, the parties have reached certain understandings which they desire to memorialize.

In recognition of the following mutual covenants, it is hereby agreed as follows:

ARTICLE 1 - RECOGNITION

Section A: The Board hereby recognizes the union as the sole and exclusive bargaining representative for all regular full-time and regular part-time support staff; office personnel, para-professionals, custodian-maintenance, maintenance supervisor, food service, head cook, transportation employees, transportation director; however, excludes the Finance Director, all substitutes, and others whose duties are 50% or more supervisory or administrative.

Section B: Unless otherwise indicated, the term "employee" or "bargaining unit member" when used hereinafter in this agreement shall refer to all members of the above defined unit. All references to the male gender shall automatically be so construed as to include the female gender and vice versa.

Section C: The Board agrees that for the duration of this agreement that it will not negotiate with any union, group, or individual other than the union with which this agreement is made concerning hours, rates of pay or any terms of conditions of employment affecting the bargaining unit members as defined above.

ARTICLE 2: UNION RIGHTS AND SECURITY

Section A: Employees covered by this agreement at the time it becomes effective shall be required to continue or become members in the union or pay a service fee equal to the national, state, and local dues for the duration of this agreement as a condition of continued employment.

Section B: The employer agrees to deduct dues and fees, upon written authorization from the employee, within thirty (30) days of employment or the date on which this agreement becomes effective from each regular paycheck, September through June.

Section C: The employer agrees to deduct service fees upon written authorization from the employees covered by this agreement who are not members of the union within thirty (30) days of employment or the date on which this agreement becomes effective from each regular pay check, September through June or terminate that employee's employment within thirty (30) days of permanent employment.

Section D: The Association agrees to indemnify and hold the Board, including each individual school board member, harmless against any and all claims, demands, costs, suits or other forms of liability including, but not limited to, back pay and all out of court or administrative agency costs that may arise out of or by

reason of any action by the Board for the purpose of complying with this Article.

Section E: The employer agrees to promptly remit to the union any and all monies so deducted each pay period.

Section F: The union shall be provided with adequate space on existing bulletin boards in each building for the purpose of posting union materials. The union shall also have the right to use the school mails as per past practice.

Section G: Special conferences for important matters will be arranged between the union president and the representative of the employer upon the request of either party. Such meetings shall be between at least two (2) representatives of each party and held at a mutually agreed upon time.

Section H: The union shall have the right to use school facilities for meetings, and school equipment such as typewriters, copier equipment, and audio-visual equipment. The union shall have the use of the school equipment, and any costs incurred for such use shall be borne by the union.

Section I: Employees shall be represented by elected and/or appointed officers and stewards. Upon request, the union shall furnish the names of officers and stewards upon their election or appointment. The stewards may represent and/or investigate and present grievances to the employer during hours in which the grievant and stewards are not scheduled to work unless a meeting during work hours is requested by the employer.

Section J: In accordance with applicable laws concerning the right to information, the employer agrees to furnish the union, upon request, with information which is available concerning salary status which is necessary for the development and processing of grievances and/or negotiating proposals.

Section K: The duties of any bargaining unit member or the responsibilities of any

position in the bargaining unit shall not be substantially altered, increased, or transferred to persons not covered by this agreement without just cause.

Section L: The employer will establish and practice a policy of giving employees preference for work they have customarily performed. In accordance therewith the employer will not subcontract work unless the skills, equipment, or manpower needed to perform the work are not available in the school system or that such work cannot be scheduled with the equipment or skills available within the district.

Section M: The employer shall provide two (2) unpaid released days in whole or half day segments for the annual conduct of business at union conferences as deemed appropriate by the union president. Employees, where possible, may make up any time missed by making arrangements with the Superintendent or designee.

ARTICLE 3: EMPLOYEE RIGHTS

Section A: Pursuant to the Michigan Employment Relations Act, the employer hereby agrees that every employee shall have the right freely to organize, join, and support the union for the purpose of engaging in collective negotiations or bargaining. As a duly elected body, exercising governmental power under color of law of the State of Michigan, the employer undertakes and agrees that it will not directly, or indirectly, discourage, deprive, or coerce any employee in the enjoyment of any rights conferred by the Act or other laws of Michigan, or the Constitutions of Michigan or the United State of America; that it will not discriminate against any employee with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership in the union or collective negotiations with the employer, his/her institution of any grievance or complaint, or proceeding under this agreement, or otherwise with respect to any terms or conditions of employment.

Sections B: Employees shall be entitled to full rights of citizenship and no religious or political activities of any employee or lack thereof shall be grounds for any discipline or discrimination with respect to the employment of such employee. The private and personal life of the employee is not within the appropriate concern or attention of the employer unless such private and personal actions adversely affect the job performance, position, and/or responsibilities of said employee.

Section C: No employee shall be disciplined (including warnings, reprimands, suspensions, reduction in rank or occupational advantage, discharge, or other actions of a disciplinary nature) without just cause. Any such discipline including reprimand shall be subject to the grievance procedure. Specific grounds forming the basis of or for such disciplinary action shall be made available to the union. Evaluations shall not be subject to grievance procedure unless such evaluation results in disciplinary action.

Section D: An employee shall be entitled to have present a representative of the union during any meeting which leads or may lead to disciplinary action. If disciplinary action seems likely, the employer agrees to so advise the employee.

Section E: Further, the employer agrees to verbally notify the employee of the pending inclusion of any reprimand(s) or written warning(s) in the personnel file. The reprimand or warning shall be initialed by both parties prior to inclusion. The employee has the right to attach his/her own written comments to the reprimand or warning. The employee has the right to review his/her personnel file in the presence of an administrator.

ARTICLE 4: BOARD RIGHTS

Section A: All Board rights and functions, except those which are clearly and expressly abridged by this agreement, shall remain under the exclusive control of

the Board. It is expressly recognized that such rights and functions include, but are not limited to:

A. Full and exclusive control of the management of the school district, the supervision of all operations and methods, processes, means and personnel by which any and all work will be performed; the control of the property, and the composition, assignment, direction, and determination of the size and type of work force.

B. The right to change or introduce new or improved operations, methods, procedures, means, or facilities, and the right to determine whether, and to what extent work shall be performed by employees.

C. The right to determine the work to be done and the standards to be met by employees covered by this agreement.

D. The right to hire, establish classifications, promote, demote, transfer, release, and layoff employees.

E. The right to determine the qualifications of employees and to suspend, discipline, and discharge employees for cause, and otherwise to maintain an orderly and efficient operation.

ARTICLE 5: SENIORITY

Section A: Seniority shall be defined as the length of service within the district as a member of the bargaining unit with accrual beginning from the bargaining unit member's first day of hire. Seniority shall accrue equally for full time and part time employees. In the event that more than one individual has the same date of hire, position on the seniority list shall be determined by a drawing held by the union and administration at a mutually agreed upon time and place.

Section B: When an employee transfers from one classification to another he/she is then considered least senior in that new classification. However, that employee

will retain his district-wide seniority for the purpose of other possible transfers.

Section C: The employer shall prepare and post the seniority list conspicuously in all buildings of the district within thirty (30) days of the effective date of this agreement and by October 1 on an annual basis thereafter for successive seniority lists. If a bargaining unit member objects to his/her placement on the seniority list, he/she shall have (30) days from the date of the posting of the seniority list to meet jointly with the union and the district's representative to discuss the discrepancy and shall be entitled to have his/her seniority adjusted as long as such adjustment is within the terms and conditions of this agreement. Following the thirty (30) day objection period, the seniority list shall become final for that year.

Section D: An employee shall lose seniority only for the following reasons: if his/her employment is terminated for just cause, he/she quits, resigns, retires, or is transferred to a non-bargaining unit position.

Section E: Seniority shall continue to accrue for all bargaining unit members on paid leave of absence, disability, and unpaid sick leave. Seniority shall not accrue while an employee is on lay-off or unpaid leave other than sick leave.

Section F: Newly hired employees shall be subject to a probationary period of sixty (60) consecutive working days. Seniority and benefits shall not accrue while an employee is on probationary status. If the employee is hired permanently, the date of hire shall be the initial date of continuous employment with the District.

ARTICLE 6: LAY-OFF AND RECALL

Section A: The procedures set forth in this Article shall be used in laying off personnel. Lay off shall be defined as a necessary reduction in the work force

beyond normal attrition due to shortage of funds or reduction in necessary duties and or need. Least senior employee by classification shall be laid off first.

Section B: No bargaining unit member shall be laid off pursuant to a necessary reduction in the work force unless said bargaining unit member shall have been notified in writing of said layoff. The Board will endeavor to give at least thirty (30) days, but not less than ten (10) working days, notice prior to the effective date of lay off. In the event of a millage failure or other financial consideration, notice will be given as soon as possible; however, no less than ten (10) working days. In the event of a necessary reduction in work force, the Employer shall identify the specific position(s) to be eliminated and shall notify the bargaining unit member(s) in those positions. Bargaining unit members whose positions have been eliminated due to reduction in work force or who have been affected by a layoff/elimination of position shall have the right to assume a position in their classification(s) for which they are qualified, which is held by a less senior bargaining unit member. In no case shall a new employee be employed by the Employer while there are laid off bargaining unit members who are qualified for a vacant or newly-created position.

Section C: Notice of recall shall be sent to the employee at their last known address by registered or certified mail. If an employee fails to report to work within twenty (20) working days from the date of mailing the notice of recall, he/she shall be considered a quit. It is the responsibility of the laid off employee to notify school administration should he/she move or is on an extended leave from the area if a recall should take place.

Section D: Employees on lay off shall retain their seniority and be eligible for recall for two (2) years, at which time they must submit in writing their request to be left on the recall list. Should a laid off employee turn down an offer to

return to a position for which he/she is qualified, the employee would be taken off the recall list.

ARTICLE 7: VACANCIES, PROMOTIONS, TRANSFERS

Section A: A vacancy shall be defined as a newly created position or a present position that is not filled in the bargaining unit. If at any future date a position is created within the district, the Board will place such position in the proper job classification.

Section B: All vacancies shall be posted in a conspicuous place in each building of the district for a period of ten (10) days. Employees may apply for a vacant position in writing during the ten (10) day period. The employer agrees to notify employees of vacancies during the summer month by sending notice of the vacancy to the union president and union steward.

Section C: Vacancies shall be filled with the most senior applicant from within the affected classification. If no employee from the classification applies, it shall then be filled with the most senior applicant from the other classifications provided the applicant is qualified and possesses the necessary skills to fill the position. If no one within the bargaining unit applies, the vacancy shall then be offered to laid off employees.

Section D: Upon transfer, the employee will receive the wages and other benefits of that position. Employees who have transferred from one position to another will be subject to a 60-day probationary period. During the 60-day probation, the employee has the option to remain in the new position or return to the previous position. However, should the administration decide that the employee is unable to handle the position he/she will be able to return to his/her previous position.

ARTICLE 8: GRIEVANCE PROCEDURE

Section A: A claim by an employee or the Association that there has been a

violation, misinterpretation, or misapplication of any provision of this Agreement may be processed as a grievance hereinafter provided. It shall be recognized that a grievance is a complaint alleging a violation of a specific article, or a sanction of this agreement. The following matter shall not be the basis of any grievance filed under the procedure outlined in this article: the termination of services or failure to reemploy any probationary employee.

Section B: It shall be the general practice of all parties in interest to process grievance procedures during the time when and which do not interfere with the assigned duties, provided, however, in the event it is agreed by the Board to hold the proceedings during regular working hours an employee participating in any level of grievance procedure, with a representative Board, shall be released from assigned duties without loss of wages.

Section C: An employee, at any time, may present the grievance at any level and have the grievance adjusted without intervention of the Association, provided, however, that said adjustment is not inconsistent with the terms of this agreement and the Association has been given an opportunity to be present at such adjustment.

Step One: Within five (5) calendar days of the occurrence of an alleged grievance, the employee shall submit on the form attached to this agreement as Schedule B, a written grievance to their immediate supervisor. If a grievance is not submitted within five (5) calendar days, then the grievance shall be considered waived. Within (5) calendar days following the receipt of the written grievance, the supervisor shall meet with the employee in an effort to resolve the grievance. Within five (5) calendar days following said meeting, the supervisor shall submit a written answer to the employee.

Step Two: If the employee is not satisfied with the written answer of the

supervisor, within five (5) calendar days following receipt of said answer, the grievance shall be submitted to the superintendent. Within seven (7) calendar days following receipt of the written grievance, the superintendent shall meet with the employee in an effort to resolve the grievance. Within five (5) calendar days following said meeting, the superintendent shall submit a written answer to the employee.

Step Three: If the employee is not satisfied with the written answer of the superintendent, within (5) calendar days following receipt of said answer, the grievance shall be submitted to the secretary of the Board or its designee. The Board at its next regular meeting, or within four (4) weeks, whichever occurs first, shall meet with the employee or local Association in an effort to resolve the grievance.

Step Four: If the local Association is not satisfied with the written answer of the Board, within seven (7) calendar days following receipt of said answer, the grievance may be submitted to the American Arbitration Association in accord with its rules.

Section D: The Board and the employee, or his/her designated representative, shall not be permitted to assert in such arbitration proceedings on any ground or rely on any evidence not previously disclosed to the other party. The arbitrator shall have no power to alter, add or subtract from the terms of this agreement. Both parties agree to be bound by the ruling of the arbitrator and agree that judgement thereon may be entered in any court of competent jurisdiction. The fees and expenses of the arbitrator shall be equally shared by the parties involved. The arbitrator shall hold meetings promptly and issue his decision not later than thirty (30) days from the day of the close of the hearings unless mutually extended by the parties.

Section E: The time limits provided in this article shall be strictly observed, but may be extended by written agreement of the parties. In the event that a grievance is filed after May 15 of the current school year, and strict adherence to the time limits may result in hardship to any party, the Board may use its best efforts to process such grievance prior to the end of the school term, or as soon as possible. Notwithstanding the expiration of this agreement, any claim or grievance arising during this agreement may be processed through the grievance procedure until resolution.

ARTICLE 9: WORKING CONDITIONS

Section A: On those days when school has been cancelled for students and there is no penalty from the School Aid Act, as per past practice, only Full Year Employees will be expected to report to work. Other bargaining unit members will not suffer diminution of pay. In any case when extreme weather and/or hazardous road conditions prevent the employee from reporting, no employee shall suffer diminution of pay. If school is cancelled after it has started and students are sent home, all employees except full year employees and bus drivers, shall be entitled to go home once the building and work materials of the employee have been adequately closed and/or cared for. Full year employees and drivers would complete their regular duties to ensure the safe delivery of students home and proper closing down of building; then they too would be able to leave as per past practice.

Should the cancellation of school create the necessity to make up the day, those employees already at their work station as scheduled will be paid from the time their job commences until they are informed that school is cancelled and their building or work material has been closed or cared for. Determination of cancellation will be made by the Superintendent or his designee and passed on as soon as possible. Should the district decide to make up snow days, employees will

be required to make up days and be compensated at their regular rate of pay.

Section B: Full time employees who work for six (6) or more continuous hours shall be entitled to two (2) fifteen (15) minute relief periods. Full-time night employees and cooks shall have a paid thirty (30) minute lunch break. These employees may be required to perform duties during that time. All other employees shall have an unpaid, thirty (30) minute, duty-free lunch break.

Section C: The employer agrees that no employee shall be required to work under unsafe or hazardous conditions. Further, the employer agrees to provide without cost to the employee, necessary safety equipment, not to include normal work apparel, for the performance of their regular duties. First aid kits shall be available in the employee's immediate work area for employee use.

Section D: Each employee shall be covered by the applicable Worker's Compensation Laws.

Section E: In the event that an administrator is not available to hand out prescribed medication, employees may be required to do so under the guidelines of School Board policy. In the event of a medical emergency, the Board indemnifies and holds harmless the employee's efforts to assist any student.

Section F: The employer agrees to give assistance to employees in relation to requests for maintenance of control and discipline in the employee's work area. When short term or emergency situations present themselves, employees may be required to supervise students, provided that such supervisory time is paid time at the employee's normal rate of pay.

Section G: The employer agrees to reimburse each employee required to attend training or special schooling the amount spent for fees, mileage, meals, and lodging. In cases where mileage is less expensive than lodging, lodging will not

be paid. In addition, the employer agrees to pay the employee their regular rate of pay for each hour of classroom attendance or a full days wage if the school takes place during a regular work day. Hours over forty (40) in a week will be paid at time and one half (1 1/2).

Section H: The employer will pay for chauffeur's licenses for those employees who need them in the performance of their job and any special testing or schooling required by the District for the term of this Agreement only.

Section I: Custodians responding to a security call will have the option of requesting the presence of a second custodian. They will be paid for a minimum of two (2) hours show up time.

ARTICLE 10: LEAVES OF ABSENCE

Section A - Sick Leave: Employees in the Big Bay de Noc District shall be granted sick leave days one per each full month worked; nine (9) days per year for Cooks, Aides, and Bus Drivers, and twelve (12) days for Full Year Employees. The unused portion shall be allowed to accumulate to ninety-five (95) days for Aides, Cooks, and Bus Drivers, increasing to one hundred (100) in 1989-90, and one hundred five (105) in 1990-91. Full Year Employees can accumulate up to one hundred twenty (120) days. Sick leave may be used for the employee's illness, maternity, including pregnancy and childbirth, disability, or illness or injury in the employee's immediate family. Immediate family shall be defined to include the employee's spouse, parent, child, mother, father, brother, sister, parent-in-law, grandparents or other family members by administrative approval. Up to five days of the accumulated sick leave may be used for illness of a person in the immediate family. Sick leave shall not accumulate while an employee is on probationary status unless he/she has transferred from another job in the District and has been receiving this benefit.

Section B: Each employee shall be entitled to two (2) days of personal business leave per year. Full Year Employees shall be granted three (3) days of personal leave per year. Unused days may be banked up to five (5) at which time unused days over five may be rolled into the employees sick days or paid to him/her at one third (1/3) of his/her daily salary.

Section C - Maternity Leave: In the event an employee has insufficient sick leave accumulated or does not wish to use up her paid sick leave, she will notify the district at least one hundred twenty (120) days prior to the expected date of her delivery of her intent to use this unpaid leave provision. An emergency or complication during delivery or following it, however, shall be reason for exception to the notification time period. During any maternity leave, the employee will be allowed to continue work until such time the employee is no longer physically able to perform her duties as certified by a physician and shall return to work as soon as she is physically able to do so as certified by her physician for up to a maximum of six (6) weeks or the length of the accumulated sick leave. Employee fringe benefits shall be maintained by the district with the employee being returned to the same position upon return to work, as held prior to the leave.

Section D - Personal Sick Leave Extension: Any employee whose personal illness (as defined in Section A above) extends beyond the period compensated shall be granted a leave of absence without pay for such time as is necessary for complete recovery from such illness up to one (1) year. The employee may continue insurance benefits at his/her own expense.

The Board shall have the right to request one (1) statement from the employee's physician to the effect that the employee has recovered and may return to his/her regular duties. A second physician's statement may be required at the

Board's expense.

Section E - Bereavement Leave: Up to three (3) days with pay shall be granted for death in the employee's immediate family which shall be defined to include father, mother, spouse, child, grandparents, brother, sister, grandchildren, or parent-in-law. Additional time may be granted at the Superintendent's approval.

Section F - Jury Duty: An employee called for jury duty or subpoenaed to give testimony before any judicial or administrative tribunal, shall be compensated for the time off, the difference of such an obligation. The employee shall be entitled to keep amounts paid for mileage over and above the amount stipulated herein. An employee who is a plaintiff or defendant in a case not related to their school services before any judicial or administrative tribunal, shall not be compensated unless personal business days are used.

Section G - Workmen's Compensation: Absence due to injury which is compensable under Workman's Compensation shall not be charged against the employee's sick leave accumulation.

ARTICLE 11: NEGOTIATION PROCEDURES

Section A: At least sixty (60) days prior to the expiration of this agreement, the MESPA bargaining team shall notify the Board in writing that they are ready to begin negotiations for a new agreement for the ensuing school year(s). Negotiations shall begin during this time.

The parties acknowledge that during the negotiations of this agreement, each had unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understanding and agreements arrived at by the parties after the exercise of that right are set forth in this agreement. Therefore, the district and the union waive the right, and each agrees that the other shall not be obligated to

bargain collectively for the duration of this agreement with respect to any subject or matter whether covered or not by this agreement. Provided, however, that by mutual written agreement of the parties this agreement may be re-opened for negotiations but that any amendment or supplemental agreement shall not be binding unless executed in writing and signed by the parties.

Section B: Neither party in any negotiations shall have any control over the selection of the negotiating or bargaining representatives of the other party and each may select its representatives from within or outside the school district. While no final agreement shall be expected without ratification by the union and the Board of Education, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations, subject only to such ultimate ratification.

Section C: If the parties fail to reach an agreement in any such negotiations, either party may invoke the mediation machinery of the Michigan Employment Relations Commission or take any other lawful measures it may deem appropriate.

ARTICLE 12: STRIKES

Section A: The union will not authorize, sanction, condone, or acquiesce in, nor will any member of the bargaining unit take part in, any strike or work stoppage of any kind or nature during the duration of this agreement. Strike and work stoppages shall be deemed to include, but are not limited to slow-downs, stoppages of any kind, sit-ins, "blue flu," and illegal picketing and demonstrating for the duration of this agreement in reference to the Big Bay de Noc School District.

Accordingly, the union agrees that during the term of this agreement, it shall not direct, instigate, participate in encourage, or support any strike as defined above, against the Board by any employee or group of employees.

Section B: The employer agrees that during the period of this agreement it will not either directly or indirectly engage in or assist in any unfair labor practice as defined by the Public Employment Relations Act (PERA).

Section C: Any employee may not be ordered to cross a picket line, nor shall it be cause for discipline or discharge, if such act could adversely affect the personal safety of the employee; however, the employee will forfeit his/her pay for time lost.

ARTICLE 13: WORK YEAR - WORK WEEK - WORK DAY

Section A: The normal work year for all unit employees shall be one hundred eighty-two (182) days, except for Full-Year Employees whose normal work year shall be two hundred sixty (260) days.

Section B: The normal work week for employees is Monday through Friday as follows: Full Year Employees, 40 hours per week; Cooks, 32.5 hours per week; Aides, 30 hours per week; Part Time employees will be paid for actual hours worked. Only time over 40 hours a week will be paid at the rate of 1 1/2 times the regular rate.

Section C: The work day for those employees who drive bus will begin with the pre-run bus inspection. A total of thirty (30) minutes daily will be allowed for warm up and clean up time (fifteen minutes on the morning run and fifteen on the afternoon run.)

ARTICLE 14: DURATION OF THE AGREEMENT

Section A: This agreement shall be effective as of July 1, 1988, and shall continue in effect until the 30th day of June 1991. If pursuant to negotiations for a successor agreement, and agreement or modification is not reached prior to the expiration date of this agreement, this agreement shall expire on the expiration date unless it is extended for a specific period of time by written mutual agreement between the parties.

In witness whereof the parties have caused this agreement to be signed by their respective representatives.

ARTICLE 15: FRINGE BENEFITS

Section A: Full Year Employees shall receive vacation time each year. Vacation periods shall be arranged with the supervisor directly responsible of the work of the employee. Vacations shall be arranged with the work schedule of the District in mind.

Section B: It is intended that vacation time be used any time during the work year but in the event the employer encounters scheduling difficulties, upon obtaining consent of the employee(s), vacation time may be accumulated.

Section C: Vacation time shall be computed as of each employee's anniversary date on the basis of the following schedule:

- 1 to 2 years 1 Week
- 3 to 7 years 2 Weeks
- 8 to 15 years 3 Weeks
- 16 to 20 years 4 Weeks
- 21 or more years 5 Weeks

Section D: Full Year Employees shall have the following holidays off with pay: Good Friday, July 4, Memorial Day, Labor Day, Thanksgiving Day and the following day, Christmas Eve and Christmas Day, New Year's Eve and New Year's Day. Should any of the above days fall on either a Saturday or a Sunday, either the Friday or Monday shall replace that day. If a holiday falls on a day during the school year when it is necessary to have the employee on duty, other employees concerned with the needed duty shall rotate assignments for the holiday period.

Section E: Upon completion of the probationary period of 60 working days, and

employee's completion of insurance application form, the Board shall provide insurance benefits to bargaining unit members based on the following. The Group Health Insurance Plan approved for members shall be the MASB/SEG Health Insurance Program. All employees will receive Full 12 Month SET Insurance Plan D. Insurance benefits will not be paid while the employee is on probationary status.

Part-time employees will have medical coverage prorated equivalent with actual hours worked, however, not less than 66 percent (4/6) benefits. They have the option to have the difference between part time and full time coverage deducted from their payroll.

Section F: The Board shall provide dental benefits to bargaining unit members based on the following. The Group Dental Insurance Plan approved for members shall be the MASB/SEG Full 12-Month Ultra Dent I (90% coverage with incentive) Plan. Insurance benefits will not be paid while the employee is on probationary status.

Part-time employees will have dental coverage prorated equivalent with actual hours worked, however, not less than 66 percent (4/6) benefits. They have the option to have the difference between part time and full time coverage deducted from their payroll.

Section G: Changes in family status shall be reported by the employee to the office within 30 days of such change. The employee shall be responsible for any over payment of premium made by the Board in his/her behalf for failure to comply with this section.

Section H: During the second and third years of the contract, the Board of Education will pay all benefit premiums up to and including a 10% increase the second year and a 12% increase the third year based on 1988-89 insurance rates. The Board will pay up to a maximum of a 15% increase the second year should the Association request it, leaving 7% for the third year. The Association also has the option to change insurance plans and or insurance carriers beginning the second

year of the contract to stay below the set caps.

ARTICLE 16: COMPENSATION

Section A: The basic compensation shall be set forth in Schedule A. There shall be no deviation from Schedule A compensation rates for the duration of this agreement.

Section B: Salary checks will be issued every other Thursday. Employees shall choose to have their salary divided over twenty (20) pay periods, twenty-six (26) pay periods, or 26 pay periods with a lump sum paid at the end of the school year.

Section C: All mandatory payroll deductions will be made by the district and transferred to the proper collection agency.

Section D: The following conditions shall apply to overtime work: time and one-half (1 1/2) shall be paid for all hours worked over forty (40) hours in one week, including Saturdays and Sundays. Double time shall be paid for all hours worked on holidays.

Compensatory time may be given in lieu of overtime pay only if agreeable to the employee and the employer. Such compensatory time shall be at the rate of time and one-half (1 1/2).

Section E: Regular daily pay for part-time bus drivers shall be paid at a per diem rate as set forth on Salary Schedule A. One 15 minute period shall be allowed for preparation time and one 15 minute period for clean up time each day to be paid at an hourly rate. All hours over four (4) daily will be paid at an hourly rate set forth in Salary Schedule A.

Section F: Extra-curricular trips will be paid at a per diem rate as set forth in Salary Schedule A. Pay for regular runs missed because of extra-curricular runs will be deducted from extra-curricular run wage.

Section G: Out-of-district trips requiring a bus driver will use drivers qualified as regular bus drivers according to seniority on a rotating basis. All trips within the district, summer trips, and trips during school hours to Manistique will be left to the discretion of the Transportation Director. If at all possible the Transportation Director shall attempt to use a certified driver from within the regular eight hour employees as a cost savings move.

Section H: Upon submitting receipts, drivers will be reimbursed up to \$6.00 for each meal on out-of-district trips if the driver is on duty at meal time.

Section I: The Board shall pay to employees a thirty (\$30) dollar per year plug-in cost for those employees designated by the Board to take buses home.

Section J: Newly hired probationary employees will be paid one dollar (\$1.00) per hour less than the hourly wage for permanent employees in that classification. After a successful probationary period, the wage will increase fifty cents (\$.50). After the first year the employee will be at the same rate of pay as the other employees in that classification.

Section K: Employees required in the course of their regular working day to drive personal automobiles while conducting approved work related business shall receive compensation at twenty-one cents (\$.21) per mile.

Section L: All employees, upon qualifying for retirement as set forth by the Michigan Public School Employee Retirement System shall receive at his/her option one of the following:

- One (1) day for each year worked of accumulated sick leave in cash will be paid to the employee as a retirement bonus.
- One third (1/3) of the amount of the accumulated sick leave in cash (30 days maximum) will be paid to the employee as a retirement bonus.

ARTICLE 17: MISCELLANEOUS PROVISIONS

Section A: It is agreed that this agreement is the sole agreement between the parties and as such shall supersede any rules, regulations, or practices of the district which shall be contrary to or inconsistent with its terms. The provisions of this agreement shall be incorporated into and be considered a part of the established policies of the district and supercedes or cancels all previous agreements.

Sections B: If any provision or application of this agreement to any employee or group of employees shall be found to be contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

Section C: Copies of this agreement shall be provided, at equal expense to the Board and Association, and distributed to each employee of the district now employed, or hereinafter employed within thirty (30) days of employment or when this agreement is signed by both parties.

Section D: There shall be two (2) officially signed copies of any agreement reached between the parties with one (1) being retained by the district and the other by the union.

Section E: The employer agrees to pay for employment physicals required of employees as a condition of employment.

Section F: The employer shall continue to pay the employee's retirement under the Michigan School Retirement system as is their present practice.

For the Union:

Randy Tallman
President

Louis A. Benson MEd
MESPA Representative

Date Ratified by MESPA

For the Board:

Jim Hainall
President

Carel Dalgard
Secretary

9-12-88
Date Ratified by Board

SALARY SCHEDULE A

CLASSIFICATION	88-89	89-90	90-91
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<u>AIDES</u> (6 hr/ day, 182 days)	6.15	6.55	6.95
<u>COOKS</u> (6.5 hr/day, 182 days)			
Head Cook	7.45	7.85	8.25
Cooks	6.15	6.55	6.95
<u>FULL YEAR EMPLOYEES</u> (8 hr/day, 260 days)			
Transportation Director	9.16	9.56	9.96
Maintenance Director	9.16	9.56	9.96
Night Charge Custodian	8.16	8.56	8.96
Mechanic/Driver	7.96	8.36	8.76
Custodian	7.96	8.36	8.76
Secretary	7.96	8.36	8.76
<u>PART TIME DRIVERS</u> (Pier Diem rate based on 4 hr/day, 182)	34.98	36.73	38.57
Hours over 4 each day	8.74	9.18	9.64

One 15 minute period shall be allowed for preparation time and one 15 minute period for clean up time each day to be paid at an hourly rate.

<u>Extra-Curricular Bus Runs</u>			
After School Runs	45.68	47.96	50.36
Saturday Runs	64.05	67.25	70.61

Extra-curricular runs that cause the driver to lose his/her afternoon run, will be paid at the Saturday rate minus the wage of the run missed.

SCHEDULE B
BBDNSPA GRIEVANCE REPORT

Name of Grievant _____

Date Grievance Was Filed _____

A. Grievance

1. Date cause of grievance occurred _____

2. Statement of grievance (Use other side of form if necessary)

3. Section(s) of contract violated _____

4. Relief sought (Use other side of form if necessary)

B. Disposition

STEP I

Date received by Supervisor _____

Disposition by Supervisor _____

Signature of Supervisor

Date

Position of Grievant and/or Association _____

Signature _____
Date _____

STEP II
Date received by Superintendent of Schools _____
Disposition by Superintendent of Schools _____

Signature of Superintendent of School _____
Date _____

Position of Grievant and/or Association _____

Signature _____
Date _____

STEP III
Date received by Board of Education _____
Disposition by Board of Education _____

Signature, Secretary, School Board _____
Date _____

STEP IV
Request for Arbitration (if applicable) _____
Signature _____
Date _____

