

6/30/96

# **MASTER AGREEMENT**

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**BOARD OF EDUCATION  
BREITUNG TOWNSHIP  
SCHOOL DISTRICT**

**AND**

**BREITUNG TOWNSHIP  
EDUCATIONAL SUPPORT  
PERSONNEL ASSOCIATION  
MEA / NEA**

**1994 - 1996**

*Breitung Township Schools*

BASIC AGREEMENT BETWEEN

BOARD OF EDUCATION -  
BREITUNG TOWNSHIP SCHOOL DISTRICT

AND

BREITUNG TOWNSHIP EDUCATIONAL SUPPORT  
PERSONNEL ASSOCIATION, MEA/NEA  
1994-1996

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AND

BREITUNG TOWNSHIP EDUCATIONAL SUPPORT  
PERSONNEL ASSOCIATION, MEA/NEA

1994-96

BASIC AGREEMENT

This Agreement between the Board of Education, Breitung Township School District, County of Dickinson, State of Michigan, hereinafter referred to as the "Board" and Breitung Township Educational Personnel Association, MEA/NEA, hereinafter referred to as the "Union", dated this first day of July, 1994, shall remain in full force and effect until June 30, 1996.

ARTICLE 1 - PURPOSE

A. It is the intent and purpose of the parties hereto to set forth herein the basic Agreement covering hours of work, wages, and conditions of employment to be observed between the parties hereto.

B. This Agreement shall be effective as of July 1, 1994, and remain in effect through June 30, 1996, with wage schedules retroactive to July 1, 1994, and shall be reopened only by mutual consent.

ARTICLE 2 - RECOGNITION

A. The Board recognizes the Union as the exclusive representative for collective bargaining for all full-time and part-time employees of the Breitung Township School District in the following classifications:

Custodians  
Maintenance workers  
Custodial Assistants  
Mechanics  
Accountants  
Payroll clerks

Secretaries  
Office aides  
Bus drivers  
Educational assistants  
Food service personnel  
Study hall monitors

but excluding:

All supervisory personnel  
Superintendent's secretary  
All substitute help

### ARTICLE 3 - DEFINITIONS

A. "Group A employees" shall mean employees covered by this Agreement who are classified as Custodians, Maintenance Workers, or Mechanics.

B. "Group B employees" shall mean employees covered by this Agreement who are classified as Bus Drivers.

C. "Group C employees" shall mean employees covered by this Agreement who are classified as Accountant, Payroll Clerk, Secretaries, or Office Aides, and who are employed for twelve months each year.

D. "Group D employees" shall mean employees covered by this Agreement who are classified as Accountant, Payroll Clerk, Secretaries, or Office Aides, and who are employed primarily for the school year (commonly referred to as "ten (10) month" employees).

E. "Group E employees" shall mean employees covered by this agreement who are classified as education assistants and who are employed primarily for the school year (commonly referred to as "ten (10) month" employees."

F. "Group F employees" shall mean employees covered by this agreement who are classified as food service employees and who are employed primarily for the school year (commonly referred to as "ten (10) month" employees).

G. "Group G employees" shall mean employees covered by this agreement who are classified as custodial assistants and who are employed primarily for the school year.

H. "Group H employees" shall mean employees covered by this agreement who are classified as study hall monitors and who are employed primarily for the school year.

#### ARTICLE 4 - UNION AND EMPLOYEE RIGHTS

A. Pursuant to the Michigan Public Employment Relations Act, the Board hereby recognizes that every employee has the right freely to organize, join and support the Union for the purpose of engaging in collective bargaining or negotiation or other concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under the statutes of the State of Michigan, as amended, the Board undertakes and agrees: that it will not directly nor indirectly discourage or 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 and the United States; that it will not discriminate against any employee with respect to hours, wages, nor any terms or conditions of employment by reason of his/her membership in the Union, his/her participation in any activities of the Union or collective bargaining with the Board, or his/her institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

B. Nothing contained herein shall be construed to deny or restrict any employee rights which he/she may have under any other applicable law or regulation. The rights granted hereunder to employees shall be deemed to be in addition to those provided elsewhere.

C. The Union shall have the right to post notices of its activities and matters of Union concern on designated bulletin boards within school facilities.

D. The Union may use the District internal mail service and mail boxes for communications to its members.

E. Membership in the Union shall not be denied to any eligible employee on the basis of race, creed, religion, color, national origin, age, sex, or marital status.

F. The provisions of this Agreement shall be applied in a manner which is not arbitrary, capricious, nor discriminatory, and without regard to race, creed, religion, color, national origin, age, sex, or marital status.

G. The Union shall be granted a "bank" of five (5) days per year for the purpose of releasing its representatives from regular duties without loss of salary to participate in area, state, or regional meetings of the Michigan Education Association/MESPA. An additional five (5) days will be granted for which the Union will pay the salary of a substitute for that purpose. Time must be drawn from the bank in half day or full day blocks of time. Any staff member drawing time from the bank must notify his/her respective supervisor at least one (1) school day in advance.

## ARTICLE 5 - AGENCY SHOP

A. Any employee who is not a member of the Union in good standing or who does not make application for membership within thirty (30) days from the date of commencement of duties, shall, as a condition of employment, pay as a service fee an amount, legally determined, required to be paid by members of the Union-- including local, state, and national dues; provided, however, that the employee may authorize payroll deduction for such fee as provided herein.

B. In the event that an employee shall not pay such service fee directly to the Union or authorize payment through payroll deduction, as provided in this Agreement, the Board shall, at the request of the Union, terminate the employment of such employee. The parties expressly recognize that the failure of any employee to comply with the provision of this Article is just and reasonable cause for discharge.

C. In the event of any legal or administrative action against the Board brought because of its compliance with this Article, the Union agrees to defend such action, at its own expense and through its own counsel, provided:

1. The Board gives timely notice of such action to the Union and permits Union intervention as a party if it so desires, and

2. The Board gives full and complete cooperation to the Union and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available at both trial and appellate levels.

D. The Union agrees that in any action so defended, it will indemnify and hold harmless the Board from any liability for damages and costs imposed as a direct consequence of the Board's compliance with this Article.

## ARTICLE 6 - RIGHTS OF THE BOARD

A. The Union recognizes that the Board has the responsibility and authority to manage and direct, in behalf of the public, all the operations and activities of the District to the full extent authorized by the laws and the Constitution of the State of Michigan and of the United States provided that such rights and responsibilities shall be exercised by the Board in conformity with the provisions of this Agreement.

B. The exercise of the forgoing powers, rights, authority, duties, and responsibilities by the Board shall be limited only by the specific and express terms of this Agreement and then only to

the extent such specific and express terms hereof are in conformance with applicable laws. Furthermore, the Board recognizes that this Agreement sets forth limitations on the above named powers, rights, authorities, duties, and responsibilities and hereby agrees to be bound by such limitations.

#### ARTICLE 7 - JOB CLASSIFICATIONS

A. All employees in the Union shall be assigned, under the terms of this Agreement, to one of the following job classifications:

##### Mechanic

Responsible for repair and maintenance of all vehicles owned and operated by the district.

##### Maintenance Worker

Responsible for performing major maintenance and repair tasks throughout the District. Must possess at least basic skills in welding, plumbing, electrical work, carpentry, masonry, and boiler repair.

##### Custodian

Responsible for both regular routine and periodic major cleaning of the building(s) to which they are assigned. Responsible for proper care and routine maintenance and repair of the equipment and grounds associated with the building(s) to which they are assigned.

##### Custodial Assistant

Subject to the direction of appropriate supervisors, responsible for both regular routine and periodic major cleaning of the building(s) to which the custodial assistant is assigned and for the proper care and routine maintenance and repair of the equipment and grounds associated with the building to which the custodial assistant is assigned.

##### Accountant

Responsible for the maintenance of the general ledgers for all district funds and all related journals and subsidiary records. Responsible for the filing of all payroll tax returns and related reports, preparation of the financial sections of state and federal program reports, and maintenance of records and preparation of reports related to employee fringe benefit programs.

#### Payroll Clerk

Responsible for the processing of the District's periodic payrolls and maintenance of records and preparation of reports related to payroll. Responsible for maintenance of the District's voter registration records and for assisting in the administration of elections. Assists in the maintenance of other accounting records as directed.

#### Secretary

Responsible, at the direction of the assigned supervisor, for typing, filing, telephone answering, maintenance of records, copying, and related tasks necessary for the efficient functioning of the office to which he/she is assigned.

#### Office Aide

Assists in the performance of the secretarial tasks of the office to which he/she is assigned.

#### Bus Driver

Responsible, at the direction of the assigned supervisor, for the operation of the District's buses on both regular routes and extra trips in accordance with established laws, rules, and regulations.

#### Educational Assistant

Responsible to assist administrators, teachers, and other staff in maintaining a safe and orderly school environment.

#### Food Service

Responsible to assist food service manager in preparation of daily meals for all students.

#### Study Hall Monitors

Responsible for the supervision and operation of study halls under the direction of building administrators.

B. No additional duties shall be added to the foregoing classifications.

C. For each classification, job descriptions shall be drafted, which shall include:

1. Job title and description
2. Minimum qualifications for the job
3. A statement of required tasks and responsibilities.

D. A committee comprised of equal numbers of members of the Union and representatives of the Board shall meet at least annually to review existing job descriptions and to recommend any necessary modifications thereto.

E. The Board recognizes that it shall not be the responsibility of Group C and D employees to supervise or administer discipline to students.

F. The total number of positions in the Custodial, Maintenance Worker, and Custodian classification shall not be less than thirteen (13) for the duration of this Agreement.

#### ARTICLE 8 - PROMOTIONS

A. Promotions within the bargaining unit shall be made on the basis of seniority and qualifications.

B. Job vacancies shall be posted for a period of seven (7) calendar days setting forth the minimum requirements for the position in a conspicuous place in each building. Employees interested shall apply within the seven (7) calendar day posting period.

C. In the event the senior applicant is denied the promotion, reasons for the denial shall be given in writing to the Union. In the event the senior applicant disagrees with the reasons for denial, it shall be a proper subject for the grievance procedure.

D. If the employee is unsatisfactory in his/her new position, notice and reasons shall be submitted to the Employee. The matter may then become proper subject for the grievance procedure.

#### ARTICLE 9 - SUPERVISION

A. The Group A, B, and G employees of this Union shall be responsible for their conduct and performance of duty to the following:

1. Building Administrator of building in which employed

2. Supervisor of Custodial/Maintenance/Grounds
3. Superintendent of Schools and Business Manager

B. The Group C and D employees of this Union shall be responsible for their conduct and performance of duty to the following:

1. Building Administrators
2. Superintendent of Schools
3. Business Manager

C. The Group E employees of this Union shall be responsible for their conduct and performance of duty to the following:

1. Building Administrators
2. Superintendent of Schools
3. Business Manager

D. The Group F employees of this Union shall be responsible for their conduct and performance of duty to the following:

1. Food Service Supervisor
2. Building Administrators
3. Superintendent of Schools
4. Business Manager

E. The Group H employees of this Union shall be responsible for their conduct and performance of duty to the following:

1. Building Administrators
2. Superintendent of Schools

#### ARTICLE 10 - WORKING CONDITIONS

A. The Board recognizes that the proper performance of an employee's duties requires that adequate time be allowed for their completion. Therefore, the Board will endeavor to structure work assignments so that adequate time is available for their completion.

B. The Board recognizes that the safe and effective conduct of an employee's duties requires that appropriate tools, materials, and

supplies be available. Therefore, the Board will provide such tools, materials, and supplies as may be necessary for the performance of assigned duties.

C. Employees shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety, or well being.

#### ARTICLE 11 - SENIORITY

A. All full-time employees shall have seniority in position and shall be protected in that position. They shall not be released from that position or any part of that position except where the employee has been proven negligent in the performance of duty or when position or part of position has been eliminated.

B. When it may for any reason be necessary to reduce the staff in any classification, the person having the lowest seniority in that classification shall be laid off first and in rehiring preference shall be given in order of seniority.

C. In the event an employee's job is either eliminated or reduced in hours, he/she will be given the opportunity to bump any employee with less seniority in the same classification first. If there is no employee with less seniority in the same classification working the same or more hours, then said employee shall be allowed to bump any employee in any classification with less seniority, provided that the employee bumping is then qualified for the position to be assumed.

D. When for any reason a job is open, it shall be offered to the employee in that classification with the highest seniority who is fully qualified and on down the list until an employee accepts it. The immediate Supervisor of the open position and the Superintendent shall judge the qualifications of employees for positions. If no employee in that classification accepts the position, it shall be offered to other members of the bargaining unit by seniority provided that the employee meets the qualifications of that position.

E. Seniority shall not be affected by the race, sex, marital status or dependents of employees.

F. The Seniority List on the date of this Agreement will show the names and job classification of all employees of the Union entitled to seniority. The Employer will provide the local Union with up to date copies of the Seniority List on an annual basis. District wide seniority shall be determined based upon time regularly scheduled to work and shall be prorated upon 2080 hours per year. The District shall continue the practice of computing classification

seniority based upon hours regularly scheduled to work in each classification.

G. The probationary period shall be 130 days actually worked. Seniority shall accrue from the date of hire.

#### ARTICLE 12 - LOSS OF SENIORITY

A. An employee shall lose his/her seniority for the following reasons:

1. Voluntary Quit
2. Discharge for just cause.
3. Failure to notify the Board, in writing, of his/her intent to return to work from a lay-off within three (3) calendar days after being notified to return to work.
4. Failure to return to work from a lay-off within ten (10) calendar days after being notified to return to work.
5. Upon retirement from the District.

B. Notification to return to work from lay-off will be made by sending a certified or registered letter to the employees last known address.

#### ARTICLE 13 - PROBATIONARY EMPLOYEES

A. Probationary period for new employees shall be 130 days actually worked.

B. New employees hired in the Unit shall be considered as probationary employees for the first 130 days actually worked.

C. The Union shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and conditions of employment.

#### ARTICLE 14 - UNION DUES

A. The Employer agrees to deduct from the first paycheck each month, union dues in the amount designated by the union member for the preceding month and promptly remit same to the treasurer of the Union and/or the Union's designee.

## ARTICLE 15 - OPERATION OF BUSES

A. Nothing in this agreement shall restrict the right of the Board to arrange for the operation of its buses by, or otherwise contract the operations of its buses with, any qualified outside individual or organization.

B. The Board retains the right to determine the appropriate mode of transportation for its students, faculty, staff or other persons for any purpose whatsoever.

## ARTICLE 16 - WORK SCHEDULES - GROUP A

A. There shall be two regular custodial shifts. The day shift shall begin at 6:00 A.M. and end at 2:30 P.M., with one-half hour for lunch, and the night shift shall begin at 2:00 P.M. and end at 10:30 P.M., with one-half hour for lunch. Employees assigned to work the night shift shall be paid a 10¢ per hour shift differential. The District shall be entitled to assign one or more custodial employees to a mid-shift which shall include approximately equal parts of the day and evening shift hours and when that occurs the employee shall be paid a shift differential of 5¢ per hour for all time worked during the mid-shift. During the school year, not more than six (6) full-time Group A employees shall be assigned to the afternoon shift. During summer vacation periods all custodial, maintenance and mechanic workers shall be entitled to work four shifts of 10 hours each day per week and shall be paid straight time for the entire shift, without shift differential. Employees shall not be required to work ten hour days during summer vacation periods. Overtime shall not be paid except for hours worked in excess of 40 hours in any work week or ten hours in any work day during summer hours. Employees shall be assigned to all work shifts based upon seniority but the District may assign workers so that buildings shall be covered each normal work day during the summer vacation period.

## ARTICLE 17 - WORK SCHEDULES

A. Group C, D, E, and F employees shall work a regular shift of up to eight (8) hours per day, Monday through Friday, totalling up to forty (40) hours per week. Such regular shifts shall begin not earlier than 7:00 A.M. and conclude not later than 4:30 P.M. The work schedule for Group G employees shall generally be four hours per day, 180 days per year, but subject to changes to provide less scheduled hours as the administration shall from time to time direct. The work schedule for Group H employees shall generally be three hours per day, but subject to changes to provide more or less scheduled hours as the administration shall from time to time direct.

ARTICLE 18 - ASSIGNMENTS/WORK FORCE/EXTRA DUTY

A. The Union recognizes the right of the District to make assignments of employees within job classifications to perform any work available within the District which exists within that job classification. Such assignments may involve rendering services at one or more locations on the same day or on various days within a work week or work month. In the event that any employee is required to travel between buildings, that employee shall do so on District time and where travel is necessary, shall be reimbursed mileage in the event the District does not provide transportation.

The District shall make position assignments for each employee based on seniority for each employee within a classification and based on the expressed terms and conditions of this agreement. Each employee shall regularly perform that same position assignment subject to the District's right to utilize its staff for emergencies and large projects or unusual circumstances.

B. The District shall determine whether to fill any vacancy which occurs in any classification and in some cases may not do so; provided, however, that the District shall not reduce positions and then subcontract the work formerly performed by those positions to non-bargaining unit labor.

C. The Association recognizes the right of the District to determine the qualifications for each position as stated on the job description. Any changes in the stated qualifications made by the District must be communicated to the Association. The District will allow input from the Association, but the District shall have final authority on the job description. No worker will be displaced from an existing position without being offered training to equip that worker to meet the qualifications of the new position. Whenever a vacancy in a position occurs, the District shall post the qualifications for such position not less than 10 days before filling the same (except in an emergency where the District may post for a shorter time with the consent of the Association). The District shall transfer the most senior applicant in that classification who meets the minimum qualifications of the position to that position on a probationary basis. Such probationary period shall be for 60 calendar days. At anytime during the probationary period, the District may review the employee's job performance and shall make the results of any such review known to the employee. No employee shall be determined to be unqualified to fill a position who has not been given at least 30 calendar days notice of that employee's deficiencies and for these purposes the probationary period shall be extended to a sufficient time to accommodate such notice requirement. An employee accepting a transfer under this paragraph shall not be entitled to return to that employee's former position unless the employee has been determined to be unqualified for the new position

by the employer. Once an employee and management have agreed that the employee is qualified for the new position and wishes to retain that position, the right to return to the former position under any circumstances shall cease. In any case where the District determines to change the qualifications for a position, the District shall meet with the Association over such changes and shall make available such training as is necessary to equip a reasonable number of employees to meet the new qualifications.

D. The District and Association shall jointly develop an evaluation form for probationary employees and that evaluation form shall be utilized during the probationary period to evaluate that employee's performance. Such a form shall include but not be limited to a listing of the job duties and requirements of the particular job for which the employee is being evaluated. The form shall be used to apprise employees of the requirements of a particular job and to assist all parties in the fair evaluation of the employee.

E. There shall be created the position of lead person, which shall be an Association position subject to the terms of this agreement. The lead person shall be filled by seniority subject to the probationary qualification period. The lead person shall be paid a premium pay of \$.25 per hour and shall be responsible for the coordination of all functions within a building or a work classification as such duties are from time to time assigned by the District and shall report directly to such administrative personnel as the District shall from time to time direct. The District may not assign any employee as a lead person and no lead person shall be required to discipline other Association members.

F. Whenever the District has reasonable notice that a substitute will be needed for a day shift worker, the District shall offer the day shift assignment for the period of the expected absence to the most senior member in that classification then working the night shift in that building. During the school year, whenever the District has reasonable notice that a custodian will be unable to work and that a substitute will be hired for a particular shift, the District shall offer that substitute work to Group G employees in the order of their seniority, provided however, that any Group G employee agreeing to work a substitute shift shall be paid the regular rate of pay for the entire shift worked by that Group G employee.

G. Bargaining unit members shall be assigned to do such building checks as the District determines are necessary. The District shall follow the rotation list below for weekend assignments, dances and all extra curricular events on a building by building basis.

1. WEEKEND/HOLIDAY BUILDING CHECK

- First weekend after school starts to weekend preceding last day of school.
- Declaration of participation by building custodian must be made at least two weeks prior to start of school year.
- Those building custodians who participate will go on a rotation list for their assigned building only. If the employee who is next scheduled to work on the rotation list declines the assignment, the scheduled work reverts back to the most senior building custodian. The employee who declines the assignment will lose his/her turn on the rotation list.
- If custodians from that building are not available for building check, it shall revert by seniority to the remaining available Group A members of the bargaining unit (no rotation).

2. WOODLAND SNOW SHOVELING/PROGRAM SET-UP AND OTHER A.M. OVERTIME AS REQUESTED BY BUILDING ADMINISTRATORS

- Declaration of participation by Woodland custodians must be made at least two weeks prior to the start of the school year.
- Those Woodland custodians who participate will go on a rotation list. If the employee who is next scheduled to work on the rotation list declines the assignment, the scheduled work reverts back to the most senior building custodian. The employee who declines the assignment will lose his/her turn on the rotation list.
- If all Woodland custodians are not available for above stated overtime, it shall revert by seniority to the remaining available Group A members of the bargaining unit (no rotation).

3. ATHLETIC STADIUM EVENTS

- Position assigned to this area shall have first choice on all events that are held at the athletic stadium.
- If individual assigned to above position is not available for athletic stadium events, it shall revert by seniority to the remaining available Group A members of the bargaining unit (by rotation). If the employee who is next scheduled to work on the rotation list

declines the assignment, the scheduled work reverts back to the most senior building custodian. The employee who declines the assignment will lose his/her turn on the rotation list.

4. EVENTS/ACTIVITIES HELD AT THE SHARED FACILITIES OF THE SECONDARY COMPLEX

- For clarification, shared facilities shall include but not be limited to:
  - Both gymnasiums and all locker rooms
  - Wrestling/weight room
  - Training room
  - Classrooms at east end of shared area, to include art, home ec., sewing, cad lab/drafting, wood shop, and other classrooms/offices and facilities in that immediate area
- During normal working hours (regular shifts), all custodians will perform such duties in these areas as requested by the building administrators and athletic director.
- Events/activities that require additional set-up or clean-up time shall be offered to the available Group A employee as that event/activity pertains to a specific building.
  - (i.e.) High school event/activity will be first offered to the available high school Group A employee by seniority. If declined by high school Group A employees, then it will be offered to middle school employees by rotation list.
  - Middle school event/activity will be first offered to the available middle school Group A employee by seniority. If declined by middle school Group A employees, then it will be offered to high school employees by rotation list.
- If the appropriate Group A employee is not available for above stated overtime, it shall revert by seniority to the remaining available Group A members of the bargaining unit (by rotation). If the employee who is next scheduled to work on the rotation list declines the assignment, the scheduled work reverts back to the most senior building custodian. The employee who declines the assignment will lose his/her turn on the rotation list.

ARTICLE 19 - WAGES

A. The basic hourly wage rate for all employees covered under this Agreement shall be determined in accordance with Schedules A which are attached to and are hereby made a part of this agreement.

B. As an alternative to the wage determined in accordance with paragraph A, an employee covered under this Agreement, who was employed by the Board during the year ended June 30, 1994, may have a basic hourly rate determined by a placement on the wage schedule as agreed by the Union and the Board. An employee whose placement on the wage schedule is on a step other than a step based upon earned seniority shall remain on that step until his/her earned seniority dictates a step advancement.

#### ARTICLE 20 - OVERTIME

A. Subject to the terms of this Master Agreement, overtime pay at the rate of one and one-half times the employee's basic rate will be paid for the following:

1. All hours worked in excess of a eight (8) hours in any day from 12:01 a.m. through Midnight or in excess of forty (40) hours in any one week period running from 12:01 a.m. on Sunday through Midnight Saturday.

2. All hours worked on Sundays and holidays for school related activities.

B. Overtime pay at the rate of two times the employee's basic rate will be paid for the following:

1. All hours worked on Sundays and holidays for non-school activities.

C. Overtime pay for hours worked on holidays shall be in addition to holiday pay.

#### ARTICLE 21 - SCHOOL CANCELLATIONS

A. When there is an unscheduled cancellation of school, Group A employees will work one-half (1/2) day on that day and receive a full day's compensation.

B. When there is an unscheduled cancellation of school, Group C, D, E, and F employees need not report, but shall be paid their regular hours for the day.

C. If there is a cancellation of school after the work day has started, Group E employees shall remain at their work stations until all students are safely off the premises, and shall be paid for only their regularly scheduled work day.

D. If there is a cancellation of school after the work day has started, Group F employees shall remain at their work stations until the kitchen can be in the readiness stage for the following day, and shall be paid for only their regularly scheduled work day.

ARTICLE 22 - PAY FOR PAID TIME OFF

A. Pay for all paid time off including holidays, sick leave, funeral leave, vacation, and personal leave shall be based upon straight time for regularly scheduled shift.

ARTICLE 23 - HOLIDAYS

A. Group A and C employees shall receive paid time off for the following holidays:

1. New Year's Day
2. Good Friday
3. Monday after Easter
4. Memorial Day
5. Fourth of July
6. Labor Day
7. Thanksgiving Day
8. Day after Thanksgiving Day
9. Day before Christmas
10. Christmas Day
11. Day before New Year's Day

B. Group D, E & F employees shall receive paid time off for the following holidays:

1. Labor day, if after the opening of school
2. Thanksgiving Day
3. Day after Thanksgiving Day
4. Good Friday
5. Easter Monday
6. Memorial Day

C. When one of the above holidays falls on a Saturday or Sunday, employees shall be given paid time off for the preceding Friday or the succeeding Monday as determined by the Board.

ARTICLE 24 - SICK LEAVE

A. Eight (8) hours per month of sick leave will be granted each full-time Group A, C, and D employee during his/her first year of employment. Each year thereafter he/she will be granted sick leave at the beginning of each fiscal year as follows:

1. Group A and C employees shall be granted one hundred twenty (120) hours.
2. Group D employees shall be granted eighty (80) hours.

B. One (1) regularly scheduled work day per month of sick leave will be granted each Group E and F employee during his/her first year of employment. Each year thereafter he/she will be granted ten (10) regularly scheduled work days of sick leave.

C. Sick leave may be accumulated without limitation. Such accumulation of sick leave shall not be reimbursable by the Board in any form upon termination.

D. Sick leave may be used for the illness of the employee or the illness or death of the employee's spouse or any child/stepchild or parent of the employee or the employee's spouse residing with the employee. In addition, the employee may utilize up to five days annually of unused sick leave for the illness or death of any other person. Sick leave may be utilized for necessary travel time and attendance at funerals but in no event may more time be taken than is actually necessary to accommodate travel needs.

E. An absence outside the above framework will result in loss of pay.

F. An employee absent from work because of mumps, scarlet fever, measles or chicken pox contracted during the year shall have no diminution of compensation and shall not be charged with sick leave during the days they are quarantined. Quarantine days, barring complications, are as follows: German measles, four (4) days after rash appears; red measles, seven (7) days after rash appears; chicken pox, six (6) days after rash appears; scarlet fever, seven (7) days after rash appears; mumps, nine (9) days after detection.

#### ARTICLE 25 - COMMUNICABLE DISEASES

A. Communicable diseases shall be defined by the Michigan Department of Public Health. It is recognized that students with acute infectious communicable diseases will be excluded from school pursuant to rules promulgated by the Department of Public Health. It is further recognized that students with chronic or ongoing communicable diseases whose transmittal can be avoided by reasonable hygienic procedures and environmental management may, given individual circumstances of the case, not be excluded from school. In the event the Board of Education authorizes the development or subsequent revision of Board policies dealing with communicable diseases, the employer will provide the Association, prior to adoption or implementation, notice and opportunity to bargain on said policies as they impact on the working conditions and health and safety of bargaining unit members.

B. In the event that a child with an ongoing or chronic communicable disease is allowed, by policy or by law, to attend

school, all bargaining unit members potentially having contact with the student shall be notified in advance of the child's placement and/or return to school. The Board shall provide inservice instruction in hygienic practices and management to members coming into contact with students having such communicable diseases.

C. In the event a bargaining unit member in contact with a student having either an acute or ongoing communicable disease contracts the disease and the illness is determined to have occurred in the course of the bargaining unit member's employment, any resulting absences shall not be charged against the member's employment, and any resulting absences shall not be charged against the member's sick days.

D. The Board agrees to indemnify bargaining unit members against any damages, fines, legal fees or other costs that may result as a consequence of following Board policy and Board inservice instruction regarding management of students with communicable diseases.

E. A bargaining unit member contracting a communicable disease shall have no fewer rights to continued employment with the employer, than the rights afforded to a student to attend school.

#### ARTICLE 26 - ALCOHOLISM AND DRUG ABUSE

A. The Union and the Board jointly recognize that alcoholism and drug abuse are illnesses and shall be treated as such.

B. The Board agrees that any bargaining unit member with an alcohol or drug abuse problem who requests diagnosis or treatment will not jeopardize his/her job rights or job security and that such problems will be handled in a confidential manner. The employee must participate in an approved program. This provision shall not be utilized more than twice per member.

#### ARTICLE 27 - FUNERAL LEAVE

A. An employee shall be allowed up to five (5) funeral leave days for death in the immediate family living at home; and up to three (3) working days as funeral leave days not to be deducted from sick leave for a death in the immediate family defined as follows: mother, father, brother, sister, spouse, son or daughter, mother-in-law, father-in-law, grandparents, brother-in-law, sister-in-law, daughter-in-law, son-in-law.

B. One funeral leave day, to be deducted from sick leave, shall be granted to a Union employee when he/she serves as a pallbearer.

C. Any employee selected to be a pallbearer for a deceased employee within the bargaining unit, will be allowed one (1) funeral leave day with pay not to be deducted from sick leave.

D. The local Union president or his representative shall be allowed one (1) funeral leave day in the event of a death of a member of the Union.

#### ARTICLE 28 - VACATIONS

A. The anniversary date for the purpose of computing vacation time will be the first of July of each calendar year. New full-time Group A and C employees will get credit for a full week vacation if hired between July 1 and December 31. If a person is hired between January 1 and June 30, the vacation time is prorated and the anniversary date is July 1.

B. At each anniversary date (July 1), full-time Group A employees shall be credited with fully paid vacation as follows:

After one (1) year	one (1) full calendar week
After two (2) years	two (2) full calendar weeks
After five (5) years	three (3) full calendar weeks
After ten (10) years	four (4) full calendar weeks
After fifteen (15) years	five (5) full calendar weeks
After twenty (20) years	six (6) full calendar weeks

C. At each anniversary date (July 1), full-time Group C employees shall be credited with fully paid vacation as follows:

After one (1) year	one (1) full calendar week
After two (2) years	two (2) full calendar weeks
After five (5) years	three (3) full calendar weeks
After ten (10) years	four (4) full calendar weeks

D. A calendar week is equal to forty (40) hours of straight-time pay. Vacation pay shall be based on actual hours taken.

E. Vacations may be taken at any time but in no case may vacation time be allowed to accrue beyond fourteen (14) months after vacation time is earned, unless other arrangements have been made with immediate supervisor.

F. Vacation schedules are to be worked out by the employee and his/her supervisor.

G. In the event of death to an employee, vacation time and pay shall be prorated and payment made to next of kin.

#### ARTICLE 29 - PERSONAL LEAVE

A. Two (2) regularly scheduled work days of absence each year may be used by each Group A, C, D, E, and F employee for attention to personal business affairs which must be attended to by the employee during the normal working period. These days shall not be subtracted from the employee's sick leave.

B. Personal leave may be accumulated up to five (5) regularly scheduled work days and if not used, the employee shall be paid for one-half.

C. The employee, when desiring time off, must notify his/her supervisor at east twenty-four (24) hours in advance so that a replacement may be found.

D. Personal leave shall not be used in a lump sum except in case of extreme emergency.

#### ARTICLE 30 - JURY DUTY

A. When absent for jury duty, the employee shall receive the difference in any loss of salary that may occur.

#### ARTICLE 31 - WORKERS' COMPENSATION

A. Any full time employee who is absent because of injury which is compensable by Michigan Workers' Compensation shall receive seventy-five (75%) of the difference between Workers' Compensation and regular salary for the duration of the disability but not to exceed one calendar year with no loss of sick leave.

B. The Union and the Board agree to meet and draw up a "letter of understanding" if the percentage (75%) is illegal.

#### ARTICLE 32 - EARLY RETIREMENT INCENTIVE PLAN

A. There is hereby established an Early Retirement Incentive Plan for full-time Group A, C, and D employees, and Group E and F employees. This plan shall be activated by the Board for a qualifying employee only when activation will save enough money to cover all costs to the District.

B. To qualify for this plan, an employee must have completed ten (10) years of service with the District.

C. To participate in this plan, an eligible employee must make application to the Board at least ninety (90) days prior to the effective date of his/her retirement.

D. There shall be no minimum age for participation in this plan.

E. To participate in this plan, an eligible employee shall have a retirement effective date not later than the end of the fiscal year in which his/her sixty-first (61st) birthday occurs. Provided, however, that an employee who had attained the age of sixty (60) years as of July 1, 1994 may participate in this plan if his/her retirement effective date is not later than the end of the fiscal year in which his/her sixty-fifth (65th) birthday occurs.

F. The retiree shall forfeit any and all recall rights and all accumulated seniority.

G. The amount of the incentive payments under this plan, when activated for full time Group A, C and D employees, shall be \$4,300 each year and for Group E and F employees \$2,150 per year. With respect to all such employees, the retirement incentive shall be paid for a period not to exceed five years.

H. The payments shall be made in equal monthly installments for each year, beginning in the month following the employee's retirement effective date. On January 1 of each year during which incentive payments are due, the retiree may elect to receive the entire amount due for the calendar year in a lump sum.

I. In the event of the retiree's death, the remaining benefits will be paid, according to the above schedule, to the retiree's surviving designated beneficiary.

#### ARTICLE 33 - TERMINAL LEAVE

A. As an alternative to the early retirement incentive set forth in Article 32, an employee may elect instead to receive, upon retirement, thirty-five (\$35.00) dollars per year for each year of employment, from year one, providing the employee has completed ten (10) full years of service. No employee shall receive more than five hundred (\$500.00) dollars.

B. In the event of the death of the employee, the terminal leave payment shall be made to next of kin.

#### ARTICLE 34 - LEAVES OF ABSENCE

A. Leaves of absence for reasonable periods, not to exceed two (2) years, will be granted without loss of seniority provided that the individual involved is physically and mentally able to handle the position for:

- (a) Serving in any full time public elected position.
- (b) Illness leave - physical or mental. (After sick leave has run out.)
- (c) Prolonged illness in the immediate family. immediate family shall be defined as spouse or children living in the employee's household.

B. In the event an individual returns from an authorized leave of absence, seniority shall prevail and all positions affected by the leave of absence shall return to their previous position.

#### ARTICLE 35 - MILITARY SERVICE

A. In the time of state or national emergency, any employee called into service by the Armed Forces of the United States or the National Guard, upon the termination of such service, shall be offered reemployment in his/her previous position or a position of like seniority, status and pay, unless the circumstances have so changed as to make it impossible or totally unreasonable to do so, in which event he/she will be offered employment in line with his/her seniority as may be available which he/she is capable at the current rate of pay for such work, provided he/she reports for work within sixty (60) days after date of discharge or sixty days after hospitalization continuing after discharge.

B. Leaves for active service shall not exceed a period of two (2) years or one (1) tour of duty unless individual is retained in service because of national emergency.

C. A probationary employee who enters the armed forces and meets the foregoing requirements, must meet his/her probationary period, and upon completing it, will have seniority equal to the time he/she spent in the armed forces, plus sixty (60) days.

#### ARTICLE 36 - GROUP INSURANCE

A. Subject to the provisions set forth in this Article, the Board shall make available to all employees the Super Care I family health care coverage plan including basic hospital and major medical insurance protection provided by MESSA.

- 1. For all purposes of Article 36 of this Agreement relating to insurance protection, employees hired on or before September 7, 1993, shall be considered "existing employees" and any employees hired on or after September 7, 1993, shall be considered "new employees". The District shall make its required contribution only

for full time Group A, C, D employees and for those Group E & F employees scheduled to work at least seven (7) hours per day.

2. Existing employees not wishing health care protection provided by Super Care I may elect to purchase options made available under the MESSA variable option package; provided however, that the dollars contributed by the District to such option purchases shall be limited to the actual dollar amount which the District would have had to pay to provide to any particular employee in the 1993-94 school year the same options and coverage amounts actually utilized by that employee during the 1992-93 school year. For these purposes, the Business Manager of the District shall provide an option listing setting forth the actual options each employee took in the 1992-93 school year and their 1993-94 cost and those dollar amounts shall become the amounts available to that particular employee in the future to purchase option coverage. New employees shall not be entitled to any option coverage.
3. New employees shall be entitled to receive only that insurance coverage based upon each employee's actual marital and family status and further shall only be entitled to change such status at the beginning of each semester, that is on September 1st and February 1st of each year. Any employee desiring to change his/her status earlier than the option dates may do so at his/her own expense and may for that purpose arrange a payroll deduction for the period in question. Subject to Paragraph E, the District shall be responsible to contribute no more than the actual premium incurred for health, dental or vision insurance premium applicable to the appropriate marital/family status of any new employee.

B. Upon proper application by the employee, the Board shall provide monthly premium contributions set forth in Paragraph E for health insurance coverage as follows:

1. For full time Group A, C, and D employees, MESSA Super-Care I.
2. For Group B employees, one-half of the premium contribution set forth in Paragraph E for MESSA Super-Care I.
3. for Group E and F employees who are scheduled to work at least five (5) but less than seven (7) hours per day, \$200.00 per month toward the premium contribution set forth in Paragraph E for MESSA Super-Care I.

4. For Group E and F employees who are scheduled to work at least seven (7) hours per day, the premium contribution set forth in Paragraph E for MESSA Super-Care I.
5. The District shall reimburse the employee covered under Paragraphs 1, 2, 3, and 4 above for any deductible amount paid by the employee, up to the deductible per year, upon adequate proof that the employee has paid such amount toward the deductible and that such amount is not covered by the Super-Care I insurance program.

C. Upon proper application by the employee, the Board shall make the premium contributions set forth in Paragraph E for dental coverage as follows:

1. For full-time Group A employees, MESSA Delta Dental Plan E-07.
2. For full-time Group C and D employees, SET Ultra-Dent 80/80/80 with incentive and \$1,500 Orthodontic Rider.
3. For Group E employees working twenty (20) or more hours per week, SET Ultra Dent 80/80/80 with \$1,500 Orthodontic Rider.
4. For Group F employees working five (5) or more hours per day, SET Ultra Dent 80/80/80 with incentive and \$1500 Orthodontic Rider.

D. Upon proper application by the employee, the Board shall make the premium contributions set forth in Paragraph E to vision coverage as follows:

1. For full-time Group A employees, MESSA Vision Plan VSP-3.
2. For full-time Group C and D employees, MASB SET/SEG Ultra Vision Plan II.
3. For Group E employees working twenty (20) or more hours per week, SET Ultra Vision Plan II.
4. For Group F employees working more than five (5) hours per day, SET Ultra Vision Plan II.

E. The Board shall contribute an amount not greater than the actual premium charged for each of the coverages set forth below, but in no event more than:

	<u>1994-95</u>
Health, Single	\$182.84
Health, Single + 1	\$408.83
Health, Family	\$454.13
Dental, MESSA/DELTA	\$ 57.33
Dental, SET, Single	\$ 16.04
Dental, SET, Family	\$ 61.20
Vision, MESSA	\$ 17.48
Vision, SET, Single	\$ 7.98
Vision, SET, Family	\$ 21.86

1. After 1994-95 the District and the employees shall share equally any rate increases in any of the above insurance with the employee's share being taken as a payroll deduction; provided however, that the District shall pay the first 5% of increase in either dental or vision coverage over and above the amounts set forth above and shall then share in any cost increases on those coverages on a 50/50 basis.
2. In the event that the Union proposes to the Board a "PAK" insurance arrangement and can demonstrate to the Board that the Board will achieve a cost savings over what the Board would otherwise pay for health, dental and vision insurance, the Board shall not refuse to implement the PAK but the concept of 50/50 cost sharing on future increases shall be maintained.

F. The Board's obligation to pay insurance premiums on behalf of covered employees shall cease at the end of the month in which the employee is separated from service.

G. The Board acknowledges that employees have certain rights under Public Law 99-272 ("Cobra") to continue participation in group insurance plans at the employee's expense.

H. The Board, by payment of the insurance premiums, shall be relieved from all liability with respect to the benefits provided by the coverage. The failure of an insurance company to provide any of the benefits which it has contracted, for any reason, shall not result in any liability to the Board or the Union, nor shall such failure be considered a breach by either of them of any obligation under the terms of this Agreement.

I. A full-time Group C or D employee may elect, in lieu of premiums for insurance coverages set forth above, to have one thousand dollars (\$1,000.00) per year paid into a deferred compensation plan.

#### ARTICLE 37 - PHYSICAL

A. The Board of Education shall pay for required physical, providing that physician is approved in advance by Business Manager or Superintendent.

#### ARTICLE 38 - TRAVEL EXPENSES

A. The Board shall reimburse employees for meals and other approved expenses when they are on work assignment outside the district according to the established expense reimbursement policy for all school employees.

#### ARTICLE 39 - UNIFORMS

A. The Board shall provide, for all Group A employees , uniforms and laundry service. Each employee shall be provided with five (5) shirts, three (3) trousers, and one (1) coverall per week.

B. Upon submission of proper documentation (receipt, invoice, etc.), the Board shall reimburse each Group A employee ten dollars (\$10.00) toward the cost of safety shoes. Each Group A employee may be reimbursed for two (2) pair of safety shoes per year.

#### ARTICLE 40 - GRIEVANCE PROCEDURE

A. A claim by an employee or the Union that there has been a violation, misinterpretation or misapplication of any provision of this Agreement may be processed as a grievance as herein provided.

B. The grievant may invoke the formal grievance procedure on the form set forth in schedule "B" signed by the grievant and/or the representative of the Union. The grievance form shall specify the section of this Agreement allegedly violated.

C. The grievance form shall be filed with the employee's supervisor within seven (7) calendar days after the grievant becomes aware of the alleged grievance. If not filed within this seven day period, the grievance shall be deemed to be waived.

D. Within five (5) calendar days of the receipt of the grievance, the Supervisor shall meet with the employee and/or the Union in an effort to resolve the grievance. The Supervisor shall indicate his/her disposition of the grievance in writing within five (5) calendar days of each meeting.

E. If the employee and/or the Union is not satisfied with the disposition of the grievance , or if no disposition has been made after the above period, the grievance shall be transmitted to the superintendent of schools. Within five (5) calendar days the superintendent or his/her designee shall meet with the employees and/or Union and shall indicate his/her disposition of the grievance in writing within five (5) calendar days of such a meeting.

F. If the employee or the Union is not satisfied with the disposition of the grievance by the superintendent or his/her designee or if no disposition has been made within five (5) calendar days of such meeting, the grievance shall be transmitted to the board of education by filing a written copy thereof with the secretary of the board not later than eight (8) days after a meeting with the superintendent of schools. The board, no later than its next regular meeting or two calendar weeks, whichever shall be later, may hold a hearing on the grievance, review such grievance in executive session or give such other consideration as it shall deem appropriate. Disposition of the grievances in writing by the board shall be made no later than seven (7) calendar days thereafter.

G. If the grievance is not satisfactorily disposed of in the final step of the grievance procedure, appeal to arbitration may be taken. Such appeal must be taken within fifteen (15) days of receipt of the answer at the final step of the grievance procedure, shall be in writing, and shall specify the grievance and the disposition from which the appeal is taken.

H. The employee or the Union may withdraw the alleged grievance at any time in the grievance process. Such withdrawal must be stated in writing to the superintendent of schools.

#### ARTICLE 41 - ARBITRATION

A. The parties agree to utilize the services of the American Arbitration Association.

B. The arbitrator shall have no power to rule on the termination of services of or failure to re-employ any probationary employee.

C. The fees and expenses of the arbitrator shall be paid by the party losing the arbitration. All other expenses shall be borne by the party incurring them and neither party shall be responsible for the expenses of witnesses called by the other party.

D. All arbitration hearings shall be held in the school district.

E. If the Michigan Attorney General or a court of competent jurisdiction shall hold the provisions of this section to be illegal, then either party may refer a grievance to the Michigan Labor Relations Board for mediation or fact finding.

ARTICLE 42 - NEGOTIATION PROCEDURES

A. The parties hereto shall meet at least two (2) months prior to the expiration date of this contract to discuss necessary revisions or amendments to this Agreement.

ARTICLE 43 - CONTRACT EXPIRATION

A. If at the expiration date of this contract the parties have not reached final agreement on said revisions or amendments, this contract shall continue in full force and effect on a month to month basis. Thereafter, either party may terminate this contract upon one (1) month notice.

ARTICLE 44 - CONTINUITY OF OPERATIONS

A. Both parties recognize the desirability of continued and uninterrupted operation during the life of this contract. Since the parties have established a comprehensive grievance procedure under which unresolved disputes may be settled, the parties have removed the basic cause of work interruption during the period of this Agreement and they shall not directly or indirectly engage in or assist in any strike in the Breitung Township School District as defined by section of the Public Employment Relations Act.

ARTICLE 45 - MAINTENANCE OF STANDARDS

A. It is understood that the above agreement supersedes any previous agreement.

B. It is also understood that reasonable "past practice" will be followed regarding situations which occur which are not addressed in this agreement. Such situations would then become a subject to be negotiated for a successor contract.

For the Board:

For the Union:

\_\_\_\_\_  
President

\_\_\_\_\_  
President

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
MESPA Negotiator

BREITUNG TOWNSHIP EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION

SCHEDULE A - WAGE SCHEDULE 1994-95

<u>Years of Service</u>	<u>A-1 Custodian</u>	<u>A-1 Maint;M/M/G</u>	<u>A-3 Secretaries</u>	<u>A-4 Senior Secretaries</u>	<u>A-5 Office Aides</u>	<u>A-6 Educational Assistants</u>
Step 0	\$ 9.59	\$10.07	\$ 7.15	\$ 9.11	\$ 6.52	\$ 7.09
1	9.97	10.44	7.48	9.35	6.67	7.23
2	10.37	10.81	7.80	9.59	6.83	7.35
3	10.75	11.20	8.13	9.83	6.99	7.49
4	11.14	11.59	8.46	10.08	7.14	7.62
5	11.53	11.97	8.78	10.31	7.30	7.75
6	12.38	12.75	9.11	10.56	7.46	7.88
7	12.79	13.27	9.44	10.80	7.62	8.02
8	13.20	13.67	9.76	11.07	7.80	8.14
10	13.60	14.44	9.81	11.12	7.85	8.19
15	13.87	14.75	9.91	11.22	7.97	8.30
20	14.14	14.98	10.13	11.43	8.17	8.51
25	14.41	15.12	10.39	11.69	8.44	8.77
30	14.67	15.52	10.71	12.01	8.75	9.09

<u>Years of Service</u>	<u>A-7 Accountant</u>	<u>A-8 Cook/Baker</u>	<u>A-8 Kitchen Helper</u>	<u>A-9 Custodial Assistant</u>	<u>A-10 Study Hall Monitor</u>
Step 0	\$10.43	\$ 7.86	\$ 7.35	\$ 7.09	\$ 6.57
1	10.81	8.05	7.48	7.59	6.83
2	11.19	8.22	7.61	7.67	6.94
3	11.57	8.40	7.73	7.75	7.04
4	11.94	8.59	7.85	7.83	7.14
5	12.32	8.76	7.99	7.93	7.25
6	12.70	8.95	8.11	8.01	7.35
7	13.08	9.12	8.24	8.09	7.46
8	13.45	9.29	8.37	8.17	7.57
10	13.52	9.34	8.43	8.26	7.67
15	13.62	9.45	8.53	8.34	7.77
20	13.82	9.66	8.74	8.43	7.88
25	14.09	9.91	9.01	8.51	8.14
30	14.40	10.23	9.32	8.67	8.40

BREITUNG TOWNSHIP EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION

SCHEDULE A - WAGE SCHEDULE 1995-96

<u>Years of Service</u>	<u>A-1 Custodian</u>	<u>A-1 Maint;M/M/G</u>	<u>A-3 Secretaries</u>	<u>A-4 Senior Secretaries</u>	<u>A-5 Office Aides</u>	<u>A-6 Educational Assistants</u>
Step 0	\$ 9.78	\$10.27	\$ 7.29	\$ 9.29	\$ 6.65	\$ 7.23
1	10.17	10.65	7.63	9.54	6.80	7.37
2	10.58	11.03	7.96	9.78	6.97	7.50
3	10.97	11.42	8.29	10.03	7.13	7.64
4	11.36	11.82	8.63	10.28	7.28	7.77
5	11.76	12.21	8.96	10.52	7.45	7.91
6	12.63	13.01	9.29	10.77	7.61	8.04
7	13.05	13.54	9.63	11.02	7.77	8.18
8	13.46	13.94	9.96	11.29	7.96	8.30
10	13.87	14.73	10.01	11.34	8.01	8.35
15	14.15	15.05	10.11	11.44	8.13	8.47
20	14.42	15.28	10.33	11.66	8.33	8.68
25	14.70	15.42	10.60	11.92	8.61	8.95
30	14.96	15.83	10.92	12.25	8.93	9.27

<u>Years of Service</u>	<u>A-7 Accountant</u>	<u>A-8 Cook/Baker</u>	<u>A-8 Kitchen Helper</u>	<u>A-9 Custodial Assistant</u>	<u>A-10 Study Hall Monitor</u>
Step 0	\$10.64	\$ 8.02	\$ 7.50	\$ 7.23	\$ 6.70
1	11.03	8.21	7.63	7.74	6.97
2	11.41	8.38	7.76	7.82	7.08
3	11.80	8.57	7.88	7.91	7.18
4	12.18	8.76	8.01	7.99	7.28
5	12.57	8.94	8.15	8.09	7.40
6	12.95	9.13	8.27	8.17	7.50
7	13.34	9.30	8.40	8.25	7.61
8	13.72	9.48	8.54	8.33	7.72
10	13.79	9.53	8.60	8.43	7.82
15	13.89	9.64	8.70	8.51	7.93
20	14.10	9.85	8.91	8.60	8.04
25	14.37	10.11	9.19	8.68	8.30
30	14.69	10.43	9.51	8.84	8.57

GRIEVANCE FORM

BTESPA GRIEVANCE REPORT (Page 1 of 2)

Grievance # \_\_\_\_\_ Breitung Township School District

- Distribution of Form:
1. Superintendent
  2. Principal
  3. Association
  4. Member

Submit to Principal in Duplicate

BUILDING \_\_\_\_\_ ASSIGNMENT \_\_\_\_\_ NAME OF GRIEVANT \_\_\_\_\_ DATE FILED \_\_\_\_\_

STEP I

A. Date Cause of Grievance Occurred \_\_\_\_\_

B. 1. Statement of Grievance (Include section of contract alleged violated) \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

2. Relief Sought

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

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

C. Disposition by Principal

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

D. Position of Grievant and/or Association

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

BTESPA GRIEVANCE REPORT (Page 2 of 2)

STEP II

- A. Date received by Superintendent or Designee \_\_\_\_\_  
B. Disposition by Superintendent or Designee \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

- C. Position of Grievant and/or Association \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

STEP III

- A. Date received by Board of Education or Designee \_\_\_\_\_  
B. Disposition by Board \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

- C. Position of Grievant and/or Association \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

STEP IV

- A. Date Submitted to Arbitration \_\_\_\_\_  
B. Disposition and Award of Arbitrator \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Arbitrator

\_\_\_\_\_  
Date

(If additional space is needed, please attach additional sheets)

BASIC AGREEMENT BETWEEN

BOARD OF EDUCATION -  
BREITUNG TOWNSHIP SCHOOL DISTRICT

AND

BREITUNG TOWNSHIP EDUCATIONAL SUPPORT  
PERSONNEL ASSOCIATION, MEA/NEA

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