

6/30/92

BRIMLEY EDUCATIONAL SUPPORT PERSONNEL

NMEA/BESP

MASTER AGREEMENT

July 1, 1990 - June 30, 1992

Brimley Area Schools

LABOR AND INDUSTRIAL
RELATIONS COLLECTION
Michigan State University

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ARTICLE 1 - MODIFICATION

- (a) This agreement shall be in effect July 1, 1990 and shall remain in effect until June 30, 1992 and from year to year thereafter.
- (b) If either party shall desire to change, modify, or terminate this agreement, it shall give written notice to the other party at least sixty (60) days prior to any expiration date.
- (c) The giving of notice in Article I, item (b) shall constitute an obligation upon both parties to negotiate in good faith all questions at issue with the intent of reaching an agreement prior to the anniversary date.

ARTICLE 2 - RECOGNITION, UNION SECURITY AND DUES

SECTION 1. The Brimley Area Schools hereinafter "Employer", hereby recognizes the Northern Michigan Education Support Personnel Association/Brimley Education Support Personnel Association as the sole and exclusive bargaining representative for the purpose of and as defined in the Public Employment Relations Act, as amended, for all full time and regular part-time personnel:

1) Custodial/Maintenance, 2) Maintenance/Custodial, 3) Head of Custodial Building/Grounds, 4) Food Service Personnel, 5) Aides, 6) Technical Aides, 7) Transportation Employees, 8) Mechanical, 9) Secretarial/Clerical, 10) Nurse

but excluding: Superintendent, certificated employees, substitutes and the Bookkeeper/Office Manager.

Unless otherwise indicated, use of the term "bargaining unit member" when used hereinafter in this agreement, shall refer to all members of the above defined bargaining unit. Within the various classifications of bargaining unit members covered herein, there shall be the following categories:

DIVISION A: Full-time employees for a period of 12-months.

DIVISION B: Employees who work less than 12 months for a full day.

DIVISION C: Employees who work 12 months, less than a full day.

DIVISION D: Employees who work less than 12 months, less than a full day.

All auxiliary service employees shall be classified for wages and salaries and shall be paid in accordance with listed classes. Additional benefits shall be determined by the employee classification.

ARTICLE 2 - DUES DEDUCTION

A. The Board agrees to deduct from the employee's salaries dues for the NMEA/Brimley Educational Support Association, the Michigan Education Association, and the National Education Association, or any one of any combination of such Associations as said employees individually and voluntarily authorize the District to deduct, and to transmit the monies to the appropriate Associations.

B. The Brimley Educational Support Association will certify to the District in writing the current rate of membership dues for each of the Associations named in Section "A" above. If any of said Associations shall change the rate of its membership dues, the Brimley Educational Support Association will give the District thirty (30) days written notice prior to the effective date of such change.

C. Deductions referred to in Section "A" above will be made in equal installments on alternate paydays beginning with the second payday of each school year. The District will not be required to honor for deductions any authorizations that are delivered to it later than one (1) week prior to the distribution of the payroll from which the deductions are to be made.

D. No later than September 30 of each year, the Board will provide the Association with a list of those employees who have voluntarily authorized the District to deduct dues for any of the associations named in Section "A" above. Any employee desiring to have the District discontinue deductions he has previously authorized must notify the District and the Association concerned in writing by September 1 of each year for that school year's dues.

E. The NMEA/Brimley Educational Support Association will receive their dues in two (2) installments on September 30 and January 30. The MEA and NEA will receive their monies via a billing of the Brimley Public Schools from deducted dues.

F. The Board shall also make payroll deductions upon written authorization from the employees for tax sheltered annuities, savings bonds, credit unions, and the Memorial Scholarship Fund. Charitable donations or any other plans or programs will be jointly approved by the Association and Board. Such monies shall be deducted and forwarded on a bi-weekly basis only if the amount if twenty-five (\$25) or more.

G. The Association shall indemnify and save the district harmless against any and all claims, demands, suits or other forms of liability that may arise out of or by reason of action taken or not taken by the employer or in reliance upon signed authorization cards or lists furnished to the employer by the Association for the purpose of payroll deduction of dues.

ARTICLE 3 - BOARD RIGHTS AND RESPONSIBILITIES

A. The Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States, including, but without limiting the generality of the foregoing, but not in conflict with the conditions of this Agreement, the right to:

1. Manage and control the school's business, the equipment, the operations and to direct the working forces and affairs of the employer.
2. To assign and direct work of all of its personnel, determine the number of shifts and hours of work and starting times and scheduling of all the foregoing.
3. Direct the working forces, including the right to hire, promote, suspend and discharge employees for just cause, transfer employees, assign work or extra duties to employees, determine the size of the work force and to lay off and recall employees. .
4. Determine the services, supplies and equipment necessary to continue its operations and to determine the methods, schedules and standards of operation, the means, methods, and processes of carrying on the work including automation thereof or changes therein, the institution of new and/or improved methods or changes therein.
5. Adopt reasonable rules and regulations.
6. Determine their qualifications and the conditions of continued employment.
7. Determine the location or relocation of its facilities, including the establishment or relocations of new schools, buildings, departments, divisions or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings, or other facilities.

8. Determine the placement of operations, production, services, maintenance or distribution of work, and the source of materials and supplies.
9. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.
10. Determine the size of the management organization, its functions, authority, amount of supervision.

ARTICLE 4 - HEALTH

Each applicant for a position in the Brimley Area Schools must submit a written report by a physician qualified to practice medicine in the State of Michigan, stating the physical condition of the applicant.

Each applicant for a position in the Brimley Area Schools on the auxiliary staff shall submit a written report of lung x-ray and/or skin test, stating that the applicant is free of tuberculosis or other lung condition which would prevent the applicant from properly performing his/her duties as a member of the auxiliary staff or would endanger the health and well being of the students enrolled in the schools of the district.

Members of the auxiliary staff shall submit, periodically, x-ray reports or skin tests to the Superintendent of Schools whenever this service is provided locally through the cooperation of the Chippewa County Health Department, or other appropriate health agency.

ARTICLE 5 - SENIORITY - VACANCY/TRANSFERS

- (A) In all cases of promotion, demotion, transfer, lay-off and recall, due consideration will be given to the following factors:
1. length of service
 2. ability to perform the work available
 3. physical fitness
- (B) If factors 2 and 3 are relatively equal, length of service will govern. If factors 2 and 3 are not relatively equal, length of service will not govern.
- (C) Seniority shall be computed on length of service in classification, from the first date of employment as a bargaining unit member.
- (D) A seniority list of all employees will be listed on the final pages of this agreement. The Employer will assume the responsibility of keeping said list current.
- (E) An employee shall lose his/her seniority if he/she retires, resigns, or is discharged for a just cause, or, if an employee transfers to a non-bargaining unit position for more than six (6) months.
- (F) New Employees
1. New employees shall be on probation for a period of sixty (60) working days. In the event that the employee suffers a loss of time exceeding his/her length of service in the position during the probationary period, the sixty (60) day period shall start anew upon his/her return to the position.
 2. Seniority rights shall not accrue while on probation; however, all employees who complete their probationary periods in the future shall be given credit from their first day of continuous employment for all seniority purposes.
- (G) An employee transferring to another position shall be on a temporary probation subject to an evaluation by his/her immediate supervisor in relation to the ability to perform the work involved. Such temporary probation shall not exceed thirty (30) working days nor affect the benefits previously earned.

An employee has thirty (30) working days from date of transfer in which to decide if he/she wishes to continue in their new position. The decision to remain at the new position or to return to the previous position rests with the employee.

(H) REGULAR VACANCIES: Vacancy Defined - A vacancy shall be defined as a newly created position or present position that is not filled that the Board wishes to fill. All vacancies shall be posted in a conspicuous place in each building of the district for a period of ten (10) workdays. Such posting shall contain the following information:

- | | | |
|---------------------|-----------------------|-------------------------|
| 1. Type of Work | 4. Division | 7. Starting Date |
| 2. Location of Work | 5. Rate of Pay | 8. Minimum Requirements |
| 3. Classification | 6. Hours to be Worked | |

Determination of who will fill regular vacancies shall be made in accordance with Article V, Sections A, B, and C.

ARTICLE 6 - GRIEVANCE PROCEDURE

A. DEFINITIONS:

1. A "grievance" is a claim based upon an event or condition which effects the conditions or circumstances under which an employee works allegedly caused by misinterpretation or inequitable application of the established law, or the terms of the Agreement.
2. A "party of interest" is the person or persons making the claim and any person or persons who might be required to take action, or against whom action might be taken in order to resolve this problem.
3. The term "days" when used in this section shall, except where otherwise indicated, mean working school days.
4. The term "employee" may include any individual employee, or group of employees who are certified and who are members of the bargaining unit.

B. Purpose

The primary purpose of the Procedure set forth in this section is to secure, at the lowest level possible, equitable solutions to the problems of the parties. Both parties agree that these proceedings shall be kept as confidential as may be appropriate at any level of such procedure. Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration.

C. Structure:

1. There shall be one or more Association Representatives for each school building to be selected in a manner determined by the Association.
2. The building principal, or a person designated by the board, shall be the administrative representative when the particular grievance arises in the building.
3. The Board hereby designates as its representative the Superintendent of Schools when the particular grievance arises in more than one building.

D. Grievance Procedure:

Level One:

In the event that an employee believes there is a basis for a grievance, the employee shall first discuss the alleged grievance with his/her supervisor either personally or accompanied by his/her Association representative. The grievance must be filled within fifteen (15) calendar days of the violation, misinterpretation or misapplication, or within fifteen (15) calendar days of the discovery thereof.

If as a result of the informal discussion with the building supervisor, a grievance still exists, the employee may invoke the formal grievance procedure through the Association on a form provided by the Association representative in each building. A copy of the grievance form shall be delivered to the supervisor. If the grievance involves more than one school building, it may be filed with the superintendent or a representative designated by him/her.

Level Two:

Within five (5) calendar days of receipt of the written grievance, the supervisor shall meet with the Association 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 such meeting and shall furnish a copy thereof to the Association.

Level Three:

If the Association is not satisfied with the disposition of the grievance or if no disposition has been made within five (5) calendar days of such meeting (or ten (10) calendar days from date of filing, whichever shall be later), the grievance shall be transmitted to the superintendent. Within ten (10) calendar days, the superintendent or his/her designee shall meet with the Association on the grievance and shall indicate his/her disposition of the grievance in writing within five (5) calendar days of such meeting and shall furnish a copy thereof to the Association.

Level Four:

If the grievance is not resolved by the Superintendent or his representative within five (5) days of its consideration by them, it shall be referred for consideration to the Board of Education. The Board will respond within ten (10) days after receipt of the written referral by the Superintendent.

Level Five:

In the event that the Board of Education and Association is unable to reach a decision on a grievance, the grievance will be submitted to a Grievance Resolution Committee within fifteen (15) calendar days. The Grievance Resolution Committee will consist of three (3) members elected as follows: One (1) member appointed by the Board of Education; One (1) members appointed by the Brimley Educational Support Association, and one (1) member mutually agreeable to the Board and Association who resides in the Brimley Area School District. The Grievance resolution Committee decision shall be final and binding on both parties. The Grievance Resolution Committee shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement, and shall determine the meaning of the specific provision at issue. The decision of the committee shall be put forth in

writing to both parties within five (5) school days. Each party will implement the decision within the time period established by the Committee. Each party will be provided the opportunity to state its position either in writing, orally, or both. The fees and expenses of the mutually agreed upon third party shall be paid by the losing party. A grievance, once written, must remain in its original form throughout all steps.

SELECTION OF THIRD PARTY

Within three (3) days each party will submit to the president of the Board of Education and president of the Brimley Educational Support Association, a list of five (5) names. Within two (2) days the Association Grievance Chairman and Superintendent of Schools shall cross four (4) names to which it objects off each others' list, and return the list with one name to the president of the Board, and the president of the Association. The remaining name on each list shall be placed in a hat and a blind drawing of one of the two names shall be the designated third member chairman on the Grievance Resolution Committee. If the third party chairman selected declines, or cannot accept the appointment, the procedure will be repeated until a third member chairman of the Grievance Resolution Committee is appointed.

Immediate family members of Board members, and employees of the district shall not be eligible to serve as the third member chairman of the Grievance Resolution Committee.

The format, dates, and times of meetings will be arranged by the mutually agreed upon third member chairman and will be conducted in closed session.

E. MISCELLANEOUS

1. A grievance shall be submitted in writing stating the nature of the grievance and the article and section of the agreement allegedly violated, the remedy requested and signed by the employee if a solution is not reached after an informal discussion with the principal.
2. In the event time limits for an appeal by the Association to the next step are not observed, the grievance shall be considered abandoned.
3. Failure to answer a grievance at any level within the period stated will automatically move the grievance to the next level.
4. Either or both parties may grant, in writing, a waiver of any and all time limits.
5. Back pay adjustments shall be limited to the amount of earnings actually lost, with deduction of all sums earned, or which by the exercise of reasonable diligence could have been earned during the back pay period.

- F. The sole remedy available to any employee for any alleged breach of this agreement of any alleged violation of his rights hereunder will be pursuant to the grievance procedure; provided, however, that nothing contained herein will deprive any employee of any legal right which he presently has, provided that if an employee elects to pursue any legal or statutory remedy, such election will bar any further or subsequent proceedings for relief under the provisions of this Article.
- G. Discipline of employees will be subject to the grievance procedure set forth in this agreement.

ARTICLE 7 - EMPLOYEE RIGHTS AND PROTECTION

- A. Nothing contained within this agreement shall be construed to deny or restrict to any employee rights he/she may have under the Michigan School Laws or the applicable laws and regulations. The rights granted to employees hereunder shall be deemed to be in addition to those provide elsewhere.
- B. Employees shall be entitled to full rights of citizenship, and no religious or political activities of any employee or the lack thereof shall be grounds for any disciplinary action or discrimination with respect to the employment of any employee. The private and personal life of any employee is not within the appropriate concern or attention of the Board except to the extent it affects the employee's job performance or the reputation of the school district.
- C. No employee covered by the terms of this agreement shall be disciplined (including warnings, reprimands, suspensions, reductions in rank or occupational advantage, discharges, or other actions of a disciplinary nature) without just cause. In the case of alleged theft, possession of drugs or intoxicants, serious misconducts, reckless disregard for self and others while on duty, employee may immediately be suspended with pay pending investigation of charges and disposition. Any such discipline, including adverse evaluation of employee performance resulting in disciplinary action shall be subject to the grievance procedure hereinafter set forth, including arbitration. The specific grounds forming the basis for disciplinary action will be made available to the employee and Union in writing.
- 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. When a request for such representation is made, no action shall be taken with respect to the employee until such representative of the Union is present. Should disciplinary action likely occur at a given meeting, the employee shall be advised immediately of said possibility and be advised by the Employer of the right to representation under this provision of the Agreement.

- E. An employee will have the right to review the contents of all records, excluding initial references, of the district pertaining to said employee originating after initial employment and to have a representative of the Union accompany him/her in such review. Other examination of the employee's files shall be limited to qualified supervisory personnel.
- F. No material of an adverse or disciplinary nature shall be placed in an employee's personnel file without the employee having had the opportunity to review it. No complaint will be acted upon unless it is reduced to writing and signed by the complainant. The employee shall affix his/her signature upon reviewing any such materials. The employee's signature shall only signify awareness of the material, not acceptance of it. The employee shall have the right to attach a statement of dissent or explanation to any such materials placed in his/her personnel file.
- G. USE OF PAST RECORD - In imposing any discipline or discharge on a current charge, the employer will not take into account any prior infractions which occurred more than two (2) years previously provide that specific conduct which warranted the discipline has not been repeated.

ARTICLE 8 - TRANSFER

Any employee transferred during a work day to a higher position shall receive such higher rate of pay for the time worked at such occupation.

Any employee transferred to a lower rated position during a work day shall be paid for all the hours worked on that day at the rate of pay which he/she commenced work.

ARTICLE 9 - OVERTIME

- (A) One and one-half times the employee's rate of pay shall be paid for all time in excess of eight (8) hours a day in any one day, and for all time in excess of forty (40) hours per week. No employee shall be paid both daily and weekly overtime for the same hours. To qualify, the employee must use time worked/vacation and or leave.
- (B) Hours worked on holidays shall also be paid at the rate of time and one half the regular rate of pay. Time and one-half shall be paid for all work on Sunday; a minimum of two (2) hours shall be allowed for Sunday work with the exception of the boiler check which will be for two (2) hours minimum at the rate of time and one-half.
- (C) No overtime shall be allowed unless given prior approval by the superintendent. Premium payment provided in (a) and (b) above shall not be duplicated for the same hours worked and to the extent that hours are compensated for at overtime rates under one provision, they shall not be counted as hours worked in determining overtime under the same or any other provisions.
- (D) Custodial and food service work which must be performed when requested by the superintendent for groups at times other than when workers are normally scheduled shall be reimbursed at his/her regular rate of pay. When such work results in the employee working in excess of eight (8) hours in any day or forty (40) hours in any week, such excess portion shall be reimbursed at one and one-half (1 1/2) the employee's regular rate. A minimum of two (2) hours will be allowed for all such work.

ARTICLE 10 - VACATIONS

- A. Bargaining unit members working twelve (12) months per year, shall receive paid vacation at the rate of:

After 1st and 2nd year ten (10) days

After 3 years fifteen (15) days

1 day per year for every year over 15 years - up to maximum of 20

2) Scheduling

Vacations must be arranged in advance with the immediate supervisor, and will be scheduled during the year considering both the wishes of the employee and the efficient operation of the school system.

1. Vacation only applies to 12-month employees.
2. Vacation time is earned on the employee's anniversary date.
3. Employees who quit, retire, resign, or are laid off will have their vacation prorated.
4. In the event more than one employee applies for vacation for the same period as another employee applied for vacation and it is not possible to grant both vacation requests, then the employee who first applied will be the one approved but approval shall also be based upon rotation.

ARTICLE 11 - HOLIDAYS

A. Twelve Month Employees

Twelve month employees will be eligible for the following holidays:

Labor Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day 1/2 day before Christmas
New Year's Day 1/2 day before New Year's
Memorial Day
July 4th

B. Restrictions

To receive holiday pay the employee must be in pay status before and the day after the holiday. If the holiday falls on a Saturday, then the preceding Friday shall be the Holiday; if the holiday falls on a Sunday, then the Monday following shall be the Holiday.

C. School Year Employees

School year employees will be eligible for the following holidays:

Labor Day
Memorial Day 1/2 day before Thanksgiving
Thanksgiving Day (12:30 dismissal - cooks/custodians
Day after Thanksgiving when jobs are completed)
1/2 day before Christmas

D. If the school calendar includes deer hunting day or Good Friday as days off employees will receive these days as holidays.

ARTICLE 12 - LEAVE

- A. Employees working less than 200 days per year shall receive (10) days sick leave at the beginning of the school year, accumulative to a maximum of (120) days.
- B. Employees working more than 200 days per year shall receive (12) days sick leave at the beginning of the school year, accumulative to a maximum of (120) days.
- C. Sick leave may be used for personal illness or injury, including all disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth and recovery. A maximum of three days per year may be used for illness in the immediate family. For emergency illness within the immediate family, additional sick days may be granted at the discretion of the Superintendent. Immediate family shall be defined as husband, wife, children, father, mother, father-in-law, mother-in-law, grandfather, grandmother, grandchildren, brother, sister, brother-in-law, sister-in-law, or any other relative or non-relative living and making his/her home in the Employee's household.
- D. Employees shall be granted up to (3) three days deducted from sick leave for a death in the immediate family. (Immediate family shall be defined as in (C) above.) Two (2) additional days (personal or sick days) may be granted by the Superintendent upon request.

Sick leave days may be used by the employee for worthwhile educational experiences. Use of such days requires advance approval of the Superintendent.

Each employee shall receive notification of his/her current number of accumulated sick leave days on their payroll check.

The Board or Administration may request an employee absent from duty on account of personal illness to present a certificate or statement from his/her physician concerning said personal illness.

Upon exhausting all accumulated sick leave days, the employee shall be placed on an unpaid leave of absence for up to one year from commencement of such unpaid leave. Extensions of said leave beyond the first year shall be at the discretion of the Board.

- E. PERSONAL DAYS - Each employee will be granted three (3) personal days per year, to be taken at the discretion of the employee. These days will not be deducted from the sick leave day allotment. An employee will give written notice at least forty-eight (48) hours in advance to the Superintendent. It is understood that such leave shall not be taken on the first or the last day of the school year, nor on the first day preceding or following a vacation or holiday. Exceptions may be made for extenuating circumstances at the discretion of the Superintendent. Unused personal days shall accrue as sick leave days.

ARTICLE 12 - LEAVE (continued)

F. A bargaining unit member who is absent due to an injury which is compensable under Worker's Compensation may use his/her accumulated sick leave on a proportional basis, to supplement the benefit received from Worker's Compensation, such that the amount of expendable income the bargaining unit receives from Worker's Compensation and sick leave does not exceed the amount of expendable income the bargaining unit member would have received from his/her regular salary amount according to his/her placement on the salary schedule at the time of injury. The obligation of the Employer is only for the proportional amount necessary to supplement the maximum benefit provided to the bargaining unit member from Worker's Compensation until the bargaining unit member's accumulated sick leave is exhausted or the bargaining unit member is able to return to work, whichever happens first. Should this supplemental payment be found to be subject to the coordination requirements of Worker's Compensation, such that the amount of the Worker's Compensation benefit is reduced, the bargaining unit member shall not be allowed the use of sick leave and shall receive only the Worker's Compensation benefit provided by the Statute.

The Board will continue to provide all fringe benefits for any bargaining unit member receiving worker's compensation benefits until the end of the school year.

H. ASSOCIATION DAYS - At the beginning of every school year, the Association (MESPA) shall be credited with a total of three (3) days to be used by officers or local agents of the Association. The agents are approved by the Association's Union Steward. A copy of the appointees shall be made available to the Superintendent no later than the second Friday after school commences. Association days are not cumulative.

1. A bargaining unit member elected to a State office in the Association shall be given release time not chargeable to the Association release time with pay to attend related meetings and activities necessary to fulfill the obligations of that office.
2. The Association will reimburse the school district for released time for an individual serving as a state officer in MESPA or serving on an MEA Committee.

I. UNPAID LEAVE OF ABSENCE - Following the probationary period, a bargaining unit member may request, and upon approval of the Board, be granted a leave of absence without pay, not to exceed one (1) year, subject to the following conditions:

1. Child care leave will be granted upon written request by the employee.
2. The employee will notify the Board at the earliest opportunity.
3. The employee may elect the option of using vacation credit upon commencement of the leave. (The balance of time on leave shall be without pay.)
4. Upon return from leave, the Association member may be returned to the position he/she held at the time the leave of absence was granted, or to a similar position to which his/her seniority entitles him.
5. Seniority shall not accrue during the leave.

ARTICLE 13 - HOURS

A. Work for employees in Divisions A, and B, including secretaries and aides, shall be scheduled on a eight (8) hour day, five (5) days, forty (40) hour per week basis. During the June-August period when school is not in session for students, employees may with the approval of the Superintendent work four (4) days a week, ten (10) hours a day. Employees requesting such schedule shall do so in writing to their superintendent and sign a waiver of the 8-hours daily provision for overtime provided in Article IX, Section A of this Agreement. Preferences for such schedule shall be based on seniority.

B. Each employee who works eight (8) hours per day with the exception of bus drivers, shall receive one fifteen minute rest period during the first half of the work day and one fifteen minute rest period during the second half of the work day. Each employee covered by the Agreement who works four or more hours per day shall receive one fifteen minute rest period per day.

C. Any employee who works seven or more hours per day (except bus drivers) shall receive a paid lunch period of thirty (30) minutes per day scheduled by the immediate supervisor.

D. An employee shall not be required to substitute for a classroom teacher without proper certification.

E. An employee will not be required to internal substitute.

ARTICLE 14 - NON DISCRIMINATION

The Employer and the Union agree that there shall be no discrimination against any employee because of race, color, religious belief, sex, age, or national origin.

ARTICLE 15 - AMENDMENT

This agreement is complete in writing and shall not be amended, changed, altered or qualified except by an instrument in writing duly signed by the parties signatory hereto.

A. SCHOOL IMPROVEMENT PLAN (SIP)

When employees are participating in School Improvement Plans (SIP) as provided in Public Act 197 of 1989, Section 15.1919 (919b) MAS; the following will apply:

1. Participation by the employee is voluntary.
2. Participation or non-participation shall not be used as a criterion for evaluation, discipline or discharge.
3. In the event there is insufficient or no voluntary participation on the part of the employees, the association will assign a sufficient number of employees to serve on the committee in order to fully comply with the act as required by law.

B. SITE-BASE DECISION MAKING (SDB) as per PA 503

Site-base Committee decisions that require a deviation from the Agreement will be permitted only after a properly executed letter of agreement between the Association and the Board.

1. Participation by the employee is voluntary.
2. Participation or non-participation shall not be used as a criterion for evaluation, discipline or discharge.
3. In the event there is insufficient or no voluntary participation on the part of the employees, the Association will assign a sufficient number of employees to serve on the committee in order to fully comply with the act as required by law.

ARTICLE 16 - TRAVEL

- A. The Board of Education will reimburse all support employees for necessary travel expenses incurred in the performance of duty associated with the operation of a school. The reimbursement rate for use of private cars shall be at the Board adopted rate per mile, or IRS level, whichever is greater. At such time as the Board of Education increases the mileage allowance, such increase shall cover all affected auxiliary employees.
- B. One day trips for support employees must be submitted to the Superintendent and approved in advance of the trip. Overnight and longer trips must be submitted through regular channels to the Superintendent of Schools and approved in advance of the trip.
- C. Reimbursement for expenses incurred on such trips will be made on the basis of an approved requisition from the actual receipts that have been attached by the employee. A report of the trip must be submitted with the statement of the cost. Employees may request expense money in advance to pay for the cost of such trips, provided that excess money advanced shall be repaid to the district promptly upon return from the trip.

ARTICLE 17 - LAYOFFS

- A. Anything in this contract or the exhibits attached notwithstanding, the Employer shall have the right to lay off employees without pay, either temporarily or permanently for the purpose of reducing the work force due to decrease in work or curtailment of service or reduction of the financial resources of the district, provided any such layoff and recall therefrom shall be subject to the provisions of Article V.
- B. Notification - No bargaining unit member shall be laid off unless said bargaining unit member shall have been notified of said layoff at least thirty (30) calendar days prior to the effective date of the layoff. Such notification shall be in writing with a copy to the Association president.
- C. Layoff - In the event of a layoff or reduction of hours, probationary and temporary employees within the classification to be reduced shall be laid off or reduced in hours first. Thereafter, seniority employees within the classification, which is being reduced, will be laid off in accordance with their seniority, with those employees having the least seniority being laid off or reduced in hours first. Exceptions may, by mutual agreement of the unit and the employer, be made in the order of layoff.

If a vacancy exists, any seniority employee being laid off or reduced in hours in accordance with this section shall be given an opportunity to fill any vacancy in any other classification provided the employee is qualified and willing to take such employment.

- D. Recall - Laid off bargaining unit members shall be recalled in order of seniority, with the most senior being recalled first, to any position they are qualified for subject to the terms of Article V.

Notice of recall shall be sent by certified or registered mail to the last known address as shown on the employer's records. The notice shall state time and date on which the bargaining unit member is to report back to work. It shall be the responsibility of the bargaining member to keep the employer notified of his/her current mailing address. A recalled member shall be given five (5) calendar days to report to work, excluding Saturday, Sunday and holidays from the receipt of the notice.

- E. A laid off bargaining unit member who fails to report to work in accordance with Section D above shall be considered to have voluntarily quit or abandoned his/her employment with the district, thereby terminating all recall or other rights provided in this Agreement.

ARTICLE 18 - JURY DUTY

Employees who are called for jury duty shall forward their checks to school and shall not suffer a loss in wages.

ARTICLE 19 - SUBCONTRACTING

The right to contract or subcontract is vested in the employer. The employer agrees, however, that contract or subcontracting will not be utilized to perform bargaining unit work whereby bargaining unit members would be denied their regularly scheduled and normal working hours.

ARTICLE 20 - MISCELLANEOUS

- A. The employer shall provide copies of the Master Agreement to all bargaining unit members within thirty (30) days of ratification of this Agreement.
- B. Employees shall be paid for regularly scheduled days which are cancelled due to an act of God and are not required to be rescheduled to maintain the District's receipt of full state aid payments.

ARTICLE 21 - FOOD SERVICE

The school shall furnish uniforms for cooks.

Two days to get ready to start, and three (3) days to close up kitchen for the year.

ARTICLE 22 - BUS DRIVERS

The rates listed in salary shall apply to regular bus drivers employed by the Brimley Area Board of Education.

- (A) Bus drivers shall be paid at the rate as set forth in Appendix B of this Agreement for each hour driven for a minimum of 3 hours per day. Three (3) hour per day minimum not applicable to the grandfathered dual jobs. (See Note A on salary schedule).

(B) Drivers agree to keep the interior of the bus clean, to gas the bus, and to bring the bus to the place specified by the Superintendent or his authorized representative for oil changes, lubrication and repairs. Drivers further agree to keep records and complete all reports required by the Superintendent or his authorized representative. Drivers agree to report any mechanical failure or any other item which would interfere with the efficient and safe operation to the Superintendent or his authorized representative immediately. Such reports shall be filled out in duplicate with a copy given to the employee after it is received and signed by the appropriate supervisor. The filing of the report shall constitute the fulfillment of the employee's responsibility.

(C) Athletic and field trips to be paid at the scheduled rate of pay.

School bus drivers will receive \$35 for extra-curricular trips within a 50 mile radius of the school, \$40 within a 100 mile radius and \$45 for trips over the 100 mile radius. \$6 extra will be paid if trip is over 4 hours long, but less than 8 hours. For trips over 8 hours, an additional \$6 will be paid.

D.1 SPECIAL RUNS

Drivers will be selected on a rotation basis. Regular bus drivers will be given first refusal rights on rotation basis provided they sign up for special trips on the sign up list.

A job offered and refused is same as job accepted and employee moves to bottom of rotation list. If two trips are planned on same day, most senior employee up for rotation may submit first.

(D) 2. SUBSTITUTES FOR REGULAR DRIVERS

Drivers will be selected from regular employees and regular subs on a rotational basis. Regular employees will be considered for all sub runs that do not interfere with the hours of their regular assignments.

A job offered and refused is same as job accepted and employee moves to bottom of rotation list. If two trips are planned on same day, more senior employee up for rotation may submit first.

(E) All overnight trips outside the district the driver will be selected in rotation by seniority, by the Director of Transportation or his designee, from a list of those drivers who are willing to make overnight trips at all times. This seniority list and trip record will be continuous.

- (F) Drivers agree to abide by rules and regulations as determined by the Board of Education and/or the administration, which have a bearing on the safe, efficient, economical school transportation system.
- (G) Drivers agree to keep their chauffeur's license valid and to participate fully in Bus Driver Training Programs as stipulated by the Michigan Transportation Code, as soon after they are hired as possible.
- (H) The noon run and call outs and sub runs will be paid a minimum of one (1) hour at regular rates.
- (I) Bus drivers who keep their buses at their residence shall receive fifty dollars (\$50) to cover the cost of electricity.
- (J) D.1. thru I are valid as long as no overtime results upon acceptance of the special or substitute run. If overtime results, the driver is skipped and the rotation basis is followed. If no driver can be found from those that do not result in overtime, then the rotation basis shall be followed even though overtime results.
- (J) D.1 thru I are valid as long as no overtime results upon acceptance of the special or substitute run. If overtime results, the driver is skipped and the rotation basis is followed. If no driver can be found from those that do not result in overtime, then the rotation basis shall be followed even though overtime results.

ARTICLE 23 - CONTRACTED RATE

Extra runs (Sports, Class trips, Community Organizations, etc.) These shall all be paid at the contracted rate of pay and shall not be eligible to be used to accrue overtime. Sports assignments (Ticket takers, Clock, Scorer, etc.) are to be paid at a contracted rate and may not be used to accrue to overtime.

ARTICLE 24 - WORKER'S COMPENSATION

A bargaining unit member who is absent due to an injury which is compensable under Worker's Compensation may use his/her accumulated sick leave on a proportional basis, to supplement the benefit received from Worker's Compensation. The Board will continue to provide all fringe benefits for any bargaining unit member receiving worker's compensation benefits until the end of the school year.

ARTICLE 25 - JOB DESCRIPTIONS

For each classification, job descriptions will be developed within 60 days after ratification of this agreement. Said descriptions shall be developed by the Employer with input from the Association and may be revised from time to time as the needs of the District change, but in no event more than annually (exceptions may be made for extenuating circumstances as mutually agreed to by the parties). The descriptions shall be distributed to all current bargaining unit members and to all new bargaining unit members when hired by the District. The descriptions will include at a minimum:

1. Job Title and Description
2. Minimum Requirements
3. Required tasks and responsibilities

ARTICLE 26 - INSURANCE BENEFITS

The following benefits are made available by the Board to the members:

The Board shall provide, without cost to the employee, for a full twelve month period for the employee's entire family, the following MESSA PAK program. When appropriate, MESSA care and Medicare premiums will be paid on behalf of eligible employees, spouses, or dependents. Employees electing health insurance shall receive the benefits listed in Plan A.

PLAN A: EMPLOYEES ELECTING HEALTH COVERAGE

Super Care II
Dental - Auto + 008 rider (100:90/90/90:\$1500)
\$10,000 Life AD & D
VSP III

PLAN B: EMPLOYEES NOT ELECTING HEALTH INSURANCE

Dental Auto+ 008 rider (100:90/90/90:\$1500)
\$20,000 Life AD & D
VSP III

Where applicable internal and external coordiantion of benefits (COB) will be included for all bargaining unit members and their eligible dependents as defined by MESSA.

Benefits are prorated on 40 hours per week.

BRIMLEY EDUCATIONAL SUPPORT PERSONNEL
SALARY SCHEDULE
APPENDIX A

STEP	FACTOR	1990	1991
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SECRETARIES

1	1.00	\$6.34	\$6.69
2	1.08	6.85	7.22
3	1.16	7.35	7.76
4	1.24	7.86	8.29
5	1.32	8.37	8.83

AIDES

1	1.00	\$5.24	\$5.53
2	1.09	5.71	6.03
3	1.18	6.18	6.52
4	1.27	6.65	7.02
5	1.37	7.18	7.57

TECHNICAL AIDES

1	1.00	\$6.30	\$6.65
2	1.09	6.87	7.24
3	1.18	7.43	7.84
4	1.27	8.00	8.44
5	1.31	8.22	8.67

HEAD COOK

1	1.00	\$6.34	\$6.69
2	1.08	6.85	7.22
3	1.16	7.35	7.76
4	1.23	7.80	8.23
5	1.31	8.32	8.78

ASS'T COOK

1	1.00	\$5.24	\$5.53
2	1.13	5.92	6.25
3	1.27	6.65	7.02
4	1.40	7.34	7.74
5	1.54	8.05	8.49

STEP	FACTOR	1990	1991
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CUSTODIAL/MAINTENANCE

1	1.00	\$5.24	\$5.53
2	1.10	5.76	6.08
3	1.20	6.29	6.63
4	1.30	6.81	7.19
5	1.40	7.34	7.74

MAINTENANCE/CUSTODIAL

1	1.00	\$6.78	\$7.15
2	1.11	7.53	7.94
3	1.23	8.34	8.80
4	1.35	9.15	9.66
5	1.47	9.93	10.48

CUSTODIAL/BUILDING/GROUNDS

1	1.00	\$7.11	\$7.50
2	1.11	7.89	8.33
3	1.22	8.67	9.15
4	1.32	9.39	9.90
5	1.44	10.20	10.76

MECHANICAL

1	1.00	\$9.39	\$9.74
2	1.07	10.05	10.42
3	1.13	10.61	11.01
4	1.20	11.27	11.69
5	1.26	11.83	12.27

BUS DRIVER

1	1.00	\$10.36	\$10.71
2	1.13	11.71	12.10
3	1.26	13.05	13.49
4	1.39	14.40	14.89
5	1.52	15.75	16.28

NURSE

1	1.00	\$8.02	\$8.46
2	1.06	8.50	8.97
3	1.12	8.98	9.48
4	1.19	9.54	10.07
5	1.25	10.02	10.57

All salaries are retroactive to July 1, 1990

ARTICLE 27 - DURATION

This Agreement shall remain in full force and effect until June 30, 1992 or until a new Agreement is negotiated and ratified.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE HEREUNTO SET THEIR HANDS AND SEALS.

BRIMLEY PUBLIC SCHOOLS

by _____

Title _____

Date _____

BRIMLEY EDUCATIONAL SUPPORT
PERSONNEL ASSOCIATION/NMEA

by _____

Title _____

Date _____

NMEA President

David V. Bennett

Date: 10-25-90

NMEA Staff

Sandra M. Walker

Date: 10-25-90