

6/30/97

MASTER AGREEMENT

BETWEEN

BYRON CENTER PUBLIC SCHOOLS

AND THE

KENT COUNTY EDUCATION ASSOCIATION

AND ITS LOCAL AFFILIATE, THE

BYRON CENTER SUPPORT STAFF UNION

MEA/NEA

1994-1995

1995-1996

1996-1997

Byron Center Public Schools

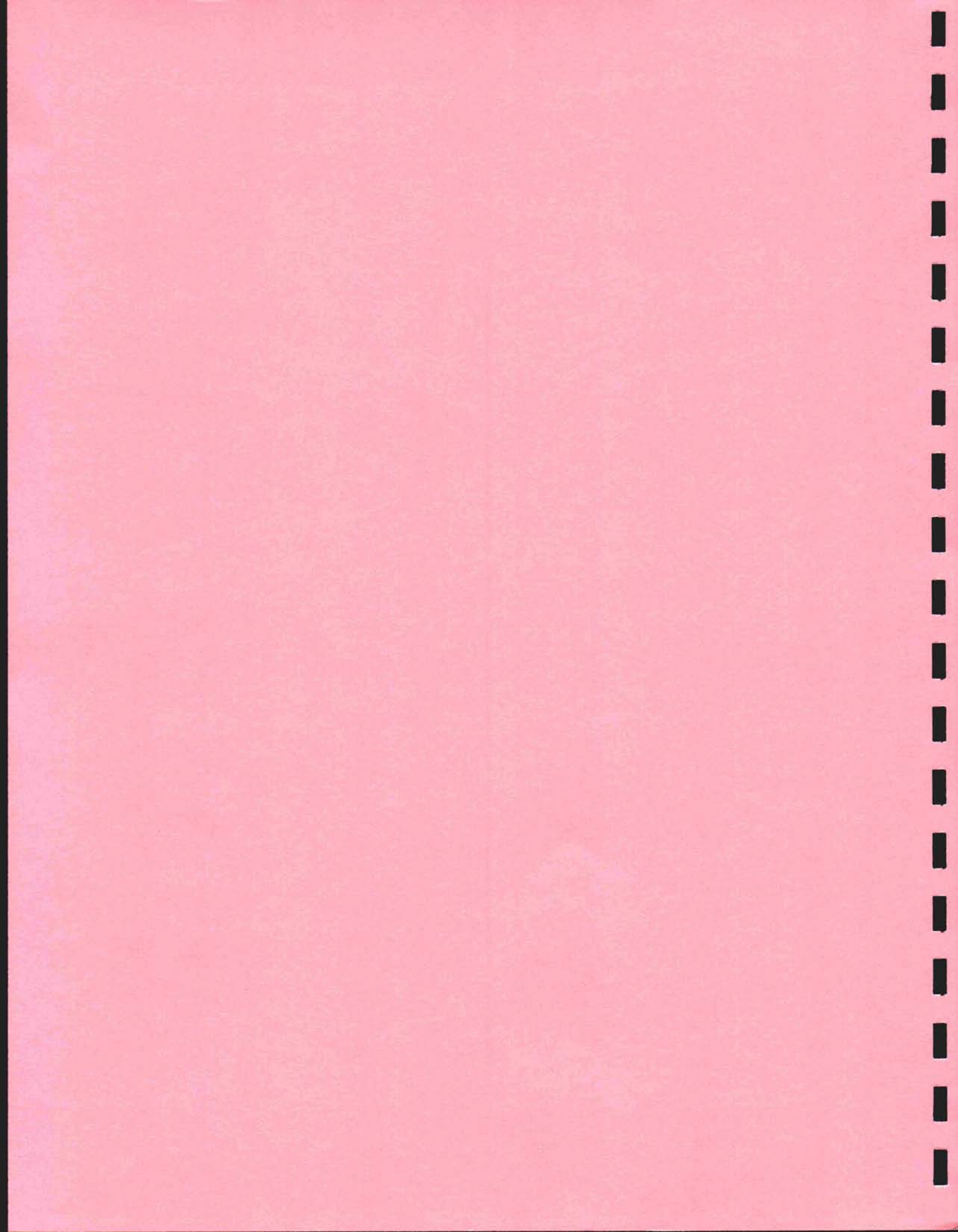


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Master Agreement

This agreement entered into on the seventh day of November 1994 by and between the Board of Education of the Byron Center Public Schools, Byron Center, Michigan, hereinafter called the "Board" and Kent County Education Association/MEA/NEA, operating through its local affiliate, Byron Center Support Staff Union, hereinafter called the "Union".

WITNESSETH

WHEREAS the Board has a statutory obligation, pursuant to the Public Employment Relations Act 379 of the Michigan Public Acts of 1965, to bargain in good faith with the Union as the representative of its custodial/maintenance personnel with respect to hours, wages, terms and conditions of employment, and WHEREAS the parties, following extended and deliberate professional negotiations have reached certain understandings, it is hereby agreed as follows:

ARTICLE I -- RECOGNITION

A. Bargaining Unit Defined

The Board hereby recognizes the union as the exclusive bargaining representative, as defined in Section II of Act 379, Public Acts of 1965, for all full and regularly scheduled part time custodial, maintenance, mechanics and grounds employees but excluding supervisors and all others. The term employee, when used hereinafter in this agreement, shall refer all employees represented by the Union in bargaining or negotiation unit as above defined.

B. Exclusivity And Grievances

The Board agrees not to negotiate with any competitive organization other than the Union for the duration of this Agreement. Nothing contained

herein shall be construed to prevent any individual from presenting a grievance and having the grievance adjusted without intervention of the Union if the adjustment is not inconsistent with the terms of this Agreement, provided that the Union has been given opportunity to be present at such adjustment.

C. Agency Shop

1. Dues Assessment

Within thirty days of the beginning of their employment hereunder, employees may sign and deliver to the Board an assignment authorizing deduction of membership dues or assessments of the Union including the National Education Association and the Michigan Education Association.

2. Authorization

Union members shall sign and deliver to the Board of Education an assignment authorizing deduction of membership dues and assessments of the Union, including the National and Michigan Education Associations, and such authorizations shall continue in effect from year to year unless revoked, in writing, between August 1 and the succeeding August 31. Non-members shall pay the Union a service fee in an amount not to exceed the amount of dues uniformly required of Union members.

3. Deduction

If a bargaining unit member does not pay the appropriate amount of dues or service fees to the union, upon written notification by the Union the Employer shall deduct that amount from the bargaining unit member's wages as authorized under MCLA 408.477 and remit same to the Union.

4. Save Harmless

In the event of any action against the Board brought in a court or

administrative agency because of its compliance with this Article, the Union agrees to defend such action, at its own expense and through its own counsel, provided:

- a. The Board gives timely notice of such action to the Union and
- b. 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 to both trial and appellate levels.

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 by a final judgment of a court or administrative agency as a direct consequence of the Board's compliance with this Article, but does not include any liability for unemployment compensation. If at any time the save harmless provision is declared unenforceable or void, Article 1, Paragraph C shall be declared nugatory.

ARTICLE II -- EMPLOYEE RIGHTS

A. Information

The Board agrees to furnish to the Union, in response to a written request, available public information concerning the financial resources of the District, tentative budgetary requirements and allocation, and such other non-privileged information relevant to collective bargaining and handling and processing of grievances. The Union shall reimburse the Board for reasonable expenses incurred in furnishing information or making records available when special requests are made.

B. Use Of Facilities

The Union and its members shall have the right to use school building facilities at all reasonable hours for meetings. No employee shall be prevented from wearing insignia, pins or other identification of

membership in the Union either on or off school premises. Bulletin boards, school mail and other established media of communication shall be made available to the Union and its members, provided that the appropriate request is made to the person responsible for scheduling, and provided it does not conflict with the duties of the employee.

C. Conducting Union Business

Duly authorized representative of Union shall be permitted to transact local school district personnel Union business on school property at reasonable times provided that this shall not interfere with the duties of the employees or interrupt normal school operations.

D. Use Of Equipment

The local school district personnel shall have the right to use school facilities and equipment including typewriters, duplicating equipment, calculating machines, and all types of audio visual equipment at reasonable times when such equipment is not otherwise in use. The local school district personnel shall pay for the reasonable cost of all materials and supplies incident to use.

E. Board Policies

The Board shall inform the Union of any new personnel policies or any changes in such policies.

F. Board Minutes

A copy of Board minutes is to be given to the president of the Union.

ARTICLE III -- BOARD RIGHTS AND RESPONSIBILITIES

A. Source Of Rights

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:

B. Specific Rights

1. Manage and control the school's business, the equipment, the operations and to direct the working forces and affairs of the employer.
2. Continue its rights and past practices of assignment and direction of work of all of its personnel, determine the numbers 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 relocation 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.
11. The right to contract or subcontract is vested in the employer. The Employer agrees, however, that contracting 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. Present positions and new positions of like work, excluding extra summer work, shall be considered bargaining unit work.

C. Limits On Board Rights:

The exercise of the foregoing powers, rights, authorities, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by terms of this Agreement.

ARTICLE IV -- COMPENSATION

A. Basic Compensation

The basic compensation of each employee shall be set forth in Schedule "A". There shall be no deviation from said compensation rates during the life of this Agreement.

B. Overtime

The following shall apply to all overtime work:

1. Time and one-half (1-1/2) will be paid for any work over eight (8) hours per day or over forty (40) hours per week, and on Saturdays and Sundays and holidays (unless these days are part of a regularly scheduled work-week).

2. Compensatory time off in accordance with the law may be given if mutually agreeable between the Superintendent and the employee.

C. Paydays

Payday shall be every two (2) weeks for the previous weeks of work based upon time cards approved by the supervisor.

D. Longevity:

To be paid in one lump sum at the end of each school year.

after ten (10) years \$150

after fifteen (15) years \$250

after twenty (20) years \$350

E. Clothing Allowance

1. Full-time custodians will be entitled to \$186.00 uniform allowance per year (July 1 - June 30). Part-time custodians are entitled to \$110.50 uniform allowance per year (July 1 - June 30). Grounds persons and maintenance/mechanics are entitled to \$290.00 uniform allowance per year (July 1 - June 30). Receipt of purchase is necessary for reimbursement.

2. Required Use - Uniforms must be worn by all employees receiving clothing allowance during regular working hours. If the employee does not wear a uniform, the allowance will be forfeited either in present year or in the next year.

3. Uniforms - The uniform allowance is for pants, shirt or smock, shoes and overshoes only.

F. Severance Pay

Upon retirement from the system at the retirement age specified by the current state law governing retirement and pensions, an employee will be entitled to one-half his/her accumulated sick leave at his/her current rate of pay, not to exceed \$1,700.00.

G. Mileage

Employees using their own vehicles at the request of the district shall receive the established I.R.S. rate per mile.

H. Tools

When employee owned tools are required as a condition of employment, the employer shall replace at no cost to the employee, tools that are worn out, broken or stolen on the job through no negligence of the employee.

I. Insurance Protection

1. MESSA SUPER CARE I

The Employer shall provide MESSA SUPER CARE I/Blue Cross-Blue Shield protection with no cap for a full twelve month period for each bargaining unit member and his/her entire family and any other eligible dependents including sponsored dependents as defined by MESSA SUPER CARE I/Blue Cross-Blue Shield or Limited.

Medicare. Supplement premiums shall be paid on behalf of the bargaining unit member, spouse, and/or dependents eligible for Medicare, including sponsored dependents. The Board of Education will pay the deductible at the end of the contract year after receiving written proof of payment.

2. Option #1

Bargaining unit members not electing health insurance coverage shall select, at the individual employee's choice, one of the following options:

- a. Employees electing Option #1 shall apply up to the amount of the Super Care I single subscriber premium toward the Fixed Option programs as determined by the Association. Any remaining dollars may be applied on an individual basis to purchase any of the MESSA Variable Options and/or Michigan Educators Financial Services Association (MEFSA) annuities. Any amounts exceeding the Employer subsidy shall be payroll deducted. An open enrollment period

shall be provided whenever premium subsidy amounts change for the groups.

3. Ultradent Dental Insurance Incentive Program

The Board shall provide without cost to the full-time member the Ultradent Dental Insurance Incentive Program for all employees of the bargaining unit and their eligible dependents, including internal and external Coordination of Benefits.

4. Vision Insurance

The School District shall provide Vision Insurance equivalent to the Travelers Plan for all full-time members.

5. Long Term Disability Insurance

The School District will provide MESSA Long Term Disability Insurance, Plan I beginning with the day 120 to all full-time members of the bargaining unit for the duration of this Agreement.

6. Term Life Insurance

The School District shall provide \$20,000 term life insurance with AD & D for all full-time members.

7. Information

Each employee shall provide all information necessary for the determination of coverage to be paid by the Board under the Article.

8. Cost

All such insurance coverage as specified in the Article shall be without cost to the member.

9. Death Of A Member

In the event a bargaining unit member dies, providing policy permits continued dependent coverage as defined by MESSA, the Employer shall continue payments of the applicable premiums for ninety (90) calendar days.

J. Step Advancement

Employees will advance one step on the salary schedule each July 1 regardless of their starting date.

ARTICLE V -- WORKING HOURS, LOADS AND ASSIGNMENTS

A. Work Schedule

The normal work day schedule for all employees shall be established by the Employer based on the Employer's determination of the needs and resources of the district and may be changed from time to time as deemed necessary and appropriate by the Employer. Changes in the regular work schedule will not be made without a prior two (2) week notice except in cases of an emergency or extenuating circumstances. The District will set the Summer Schedule by May 1.

B. Work Day/Work Week

The normal work week for full-time employees shall be eight (8) hours per day, five (5) days per week, Monday through Friday, unless mutually rearranged between the Employer and the employee.

C. Breaks

All employee's work schedules shall provide for a twenty (20) minute relief period for each four (4) hours of work. Whenever feasible, the relief period shall be scheduled at the middle of each four (4) hour work period. Relief and lunch period shall not run concurrently.

D. Overtime Rotation

When the Employer determines that overtime is necessary overtime shall be divided among bargaining unit members within each classification as follows: Overtime will be covered by the use of an "Overtime Chart" and will be offered to each bargaining unit member in rotation based on seniority. Overtime that is refused by a bargaining unit member will be charged on the Overtime Chart for the purpose of balancing overtime.

E. Lunch/Dinner

All bargaining unit employees whose job requires five (5) or more consecutive hours in one day will be entitled to a 1/2 hour unpaid lunch period.

F. Closing

On inclement weather days, employees will be expected to report to work unless notified otherwise. Those required to work will be paid at their regularly rate of pay for those hours worked. Those not required to work will be paid for those days.

G. Shift Premium

For purposes of Shift Differential: The First Shift is a shift starting as early as 6:00 a.m. and ending as late as 6:00 p.m. The Second Shift is a shift starting as early as 1:00 p.m. and ending as late as 1:00 a.m. The Third Shift is a shift starting as early as 10:00 p.m. and ending as late as 10:00 a.m. Second Shift Premium: \$.20 an hour (Shift differential does not apply when overtime extends into another shift. When the second shift reverts back to the day shift, the rate of pay will be adjusted accordingly.)

H. Split Shift

Extended split shifts will not be assigned unless mutually agreed between the Employer and the employee.

I. Call In

Bargaining unit members called in to work on their off duty time shall be guaranteed a minimum of two (2) hours overtime work.

ARTICLE VI -- VACATIONS

A. Benefits

Bargaining unit members working twelve (12) months per year, thirty (30) hours or more per week shall receive paid vacation time at the rate of:

after one (1) year ten (10) days

after five (5) years fifteen (15) days

after fifteen (15) years twenty (20) days

Those employees with cross-over classification (e.g.) bus driver/custodian) will have their vacation prorated on an hourly basis for their custodial time only.

B. Scheduling

Prior to September 1 of each school year, vacation days will be scheduled for the ensuing year (September-August). Employees will apply for dates during this period in one to five day blocks, Monday through Friday only. Requests will be based upon seniority rotating from the most senior person to the least, until the first week of vacations are completed. Requests for the second and third weeks of vacation will follow the same procedure. An employee's request for less than five days in any round will be classified as his/her turn for that round. Members not applying for vacation dates at this time may apply for dates later in the school year, provided the dates have not been granted to another employee and have been requested at least five days in advance.

Additionally, the following guidelines will apply:

1. Vacation only applies to full-time employees
2. For purposes of the procedure described above, September 1 will be the anniversary date for all employees.
3. Requests will not extend beyond the Friday of the week requested.
4. All members eligible for three weeks or more of vacation must take at least five days during the summer break;
5. During the school year, including the week of November 15, Christmas, and Spring Break, a limit of two members will be authorized for vacations during the same time period (days); also, only one person per building will be allowed vacation during the same time period. These two restrictions exclude the maintenance and grounds positions;

6. Requests for vacation during the summer break must be made at least five days in advance;
7. Once a vacation period has been approved, it must be taken, unless a request is forwarded in writing at least 30 days in advance to have said vacation canceled. Consideration will be given in emergency situations. Summer vacations will require only a five day written notice;
8. Members will be allowed to carry forward no more than five days of unused vacation days, provided those days are used before October 1 of the succeeding year. The Superintendent may give consideration for special circumstances.
9. Employees who quit, retire, resign, or are laid off will have their vacation prorated.
10. In the event that two members apply for the same vacation period and one person had that period scheduled the previous year, the second individual will be awarded that vacation period for the given year.

ARTICLE VII -- HOLIDAYS

A. Twelve Month Employees

The following days shall be recognized and observed as paid holidays:

	<u>1994-1995</u>	<u>1995-1996</u>	<u>1996-1997</u>
Labor Day	9-5-94	9-4-95	9-2-96
Thanksgiving Day	11-24-94	11-23-95	11-28-96
Christmas Day	11-26-94	11-25-95	12-25-96
New Year's Day	1-1-95	1-1-96	1-1-97
Memorial Day	5-26-95	5-27-96	5-26-97
Independence Day	7-4-95	7-4-96	7-4-97

In addition, the following holiday-related time off with pay will be granted:

Day After Thanksgiving	11-25-94	11-24-95	11-29-96
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Day Before Christmas	12-23-94	12-22-95	12-24-96
Day Before New Years	12-30-94	12-29-95	12-31-96

B. Restrictions

To receive holiday or holiday-related pay, the employee must work the last scheduled day before and the last scheduled day after the holiday. Should the employee be on vacation or be on sick leave, this requirement will be waived. The Employer may require medical verification of illness on the day of the illness.

C. School Year Employees

School year employees will receive holiday pay for those holidays that fall during their work period.

ARTICLE VIII -- VACANCIES AND TRANSFERS

A. 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.

B. Job Descriptions

The District shall have the right to determine specific requirements for each position in the bargaining unit provided such requirements are not arbitrary or capricious. The District shall develop job descriptions encompassing these job requirements. Job descriptions may be updated on an annual basis to meet changing needs. Job descriptions will be included in postings for vacant positions. Where work responsibilities within classifications are interchangeable (e.g., custodial/grounds), the posting will be for the position containing the greater work emphasis; and said posting will also indicate additional responsibilities with the other position.

C. Postings

Whenever any vacancy or special opportunity in any bargaining unit

position shall occur, the Board shall publicize the same by giving written notice of such vacancy to the Union with copies to be posted in each building. No vacancy shall be filled except on a temporary basis due to an emergency, until such vacancy has been posted for at least ten (10) working days.

D. Applications

All applications shall be submitted in writing to the Superintendent or his/her designee.

E. Written Response

When the Board reaches a decision, each applicant shall be so notified in writing with a copy being forwarded to the Association.

F. Filling Vacancies

Vacancies will be filled with the most senior applicant who is qualified.

G. Tryout Periods

1. Employees awarded new positions shall be given adequate instruction and granted up to a four (4) week trial period to determine:
 - a. the desire to remain on the job;
 - b. the ability to perform the job supervisory personnel shall work with the employee to help him/her to succeed in a new position.
2. During the trial period, employees shall have the opportunity to revert back to their former job. If the employee is unsatisfactory in the new position, notice and reasons shall be submitted in writing to the employer.

H. Temporary Assignments

Any employee temporarily assigned to assume the duties of another employee for a period of four (4) consecutive hours or more in a higher classification shall receive the rate of pay in the higher classification at their step. Should the pay rate be lower, the employee will receive

his/her regular rate of pay.

I. Involuntary Transfers

In the determination of assignments and transfers, the convenience and wishes of the individual employee will be honored to the extent that these considerations do not conflict with the requirements and needs of the district. Involuntary transfers from one shift to another are to be avoided whenever possible. When such transfer is necessary, the least senior, qualified employee shall be affected except in cases of emergency or special circumstances.

ARTICLE IX -- LEAVE PAY

A. Personal/Family Illness

1. Rate And Accumulation

Sick leave shall be one (1) day per month and may accumulate to one hundred eighty-two (182) days at the beginning of the year. However, the maximum shall be one hundred seventy (170) at the end of each year.

2. When Credited

Employees shall receive the full allowance for the year which shall be credited at the beginning of the school year.

3. Less Than Full Year

Any employee not completing the year shall be entitled to one day for each month worked.

4. Use Of Days

When an employee is on a leave of absence due to illness, the employee has the right to elect to use the benefits accrued under sick leave policy.

5. Proof Of Illness

In the event of evidence of misuse or after five (5) consecutive work

days, school authorities may request verification by medical statement from a reputable physician, certifying that the employee was unable to be on duty during a sick leave or a leave of absence due to personal or family illness.

6. Sick Bank

On July 1 of each year, the Board shall deduct two (2) days from each employee and place the days in a bank. Such days shall continue to be deducted until 100 days are accumulated. Bank days shall be available to employees who have exhausted their sick leave and five (5) work days without pay. In case of a dispute, the officer of the Union shall make the final determination. Such determination is not subject to the grievance procedure.

B. Policy For Absences Other Than Personal Or Family Illness:

1. Bereavement Leave -- Immediate Family

A total of four days will be allowed, when requested from the superintendent or principal, for each death in the immediate family.

a. Added Days

Two additional days, or five for spouse, may be allowed but taken from sick leave.

b. Deductions

If there is no sick leave credit available, a full deduction will be made for these two additional days.

c. Immediate Family Defined

The immediate family is interpreted to include father, mother, sister, brother, husband, wife, son, daughter, grandparents, grandchildren, foster children and the equivalent in-law relationships of the above.

d. Sudden Death

In the event of sudden death in one's immediate family, time shall

be granted for travel. Such travel shall be granted in excess of four days and shall be deducted from sick leave.

2. Bereavement Leave -- Other

One day will be allowed, when requested, for the death of a relative outside the immediate family, or for persons where closeness of relationship would warrant. This is to be deducted from personal leave if available, or from sick leave if personal leave is not available.

a. Added Days

An additional two days may be allowed but taken from personal leave if available, or from sick leave if personal leave is not available.

b. Deductions

A full pay deduction for these two days will be taken when no sick leave credit is available.

3. Workers 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, 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.

4. Personal Leave

Two (2) days of personal leave may be granted provided the following criteria are adhered to:

- a. Personal leave is not to be used on the day before or after a school holiday, vacation period, or other school recess, except with the approval of the superintendent.
- b. No more than one (1) member may be absent on personal leave on any given day.
- c. One week prior notice is required unless it is an emergency. It is agreed that personal leave days are provided for urgent legitimate business, professional, and family obligations that cannot be met outside of the regular work assignment. Examples of unacceptable uses of personal leave days include: recreational pursuits, other employment, social functions, shopping, travel, personal conveniences, association business and activities. These days are non-accumulative and are to be deducted from sick leave.

5. Jury Duty

An employee who serves on jury duty will be paid the difference between his pay for jury duty and his/her regular pay. Employees shall furnish a written statement from the court showing the day and time of jury duty or witness service and the amount of jury duty or witness fees they were eligible to receive for each day.

6. Conference

Absence to attend conference/training visitations etc. may be permitted without loss of pay pending approval of the Superintendent and within the final limitations of the district.

C. Unpaid Leave

An employee may upon written request, and approval of the Board, be granted a leave of absence without pay, not to exceed one (1) year, subject to renewal at the discretion of the Board for:

1. Serving in any elected or appointed position (public or private)
- *2. Maternity/child care leave
- *3. Illness leave (physical or mental)
- *4. Prolonged illness in the family
5. Educational leave
6. Military leave
7. Work experience leave
8. Other

Requests for extensions must be submitted in writing thirty (30) days prior to the extension of the leave. Upon return from leave, the Union member shall be returned to the position he/she held at the time the leave was granted, or to a similar position to which his/her seniority and qualifications entitles him/her. *It is understood that initial leave requests under 2, 3 and 4 are not to be denied.

D. Union Leave Time

1. Officers

The Union shall be, provided a total of three (3) one person days per year of paid released time for its officers and representatives to attend conferences and other Union business. In 1990-91, the Union shall be provided an additional day of paid released time; however, the Union will pay the cost of furnishing a substitute for that day. If additional Union time is needed, up to three additional days of

unpaid released time will be granted and the Union will pay the cost of furnishing substitutes.

2. Union Meetings

The Board agrees to release all members of the Union for up to four (4) hours per year for Union meetings. Such meetings shall be scheduled at a time that is mutually acceptable to the Board and the Union, such as fall orientation days, inservice days, etc.

ARTICLE X -- EVALUATION AND DISCIPLINE

A. Observations

All monitoring or observation of the work of each bargaining unit member shall be conducted in person and with the full knowledge of the bargaining unit member.

B. Evaluators

Bargaining unit member evaluation shall be by personal observation of bargaining unit member work. Observations shall be for periods of time that accurately sample the bargaining unit member's work. Each bargaining unit member, upon his/her employment or at the beginning of the school year - whichever is later - shall be apprised of the specific criteria upon which he/she will be evaluated. The criteria shall be limited to the actual performance of the job duties. Work outside of the bargaining unit member's school assigned duties shall not be evaluated. Evaluations shall be personal observation conducted by the bargaining unit member's immediate supervisor, superintendent, and/or other school administrator with direct knowledge of the employee's work.

C. Written Evaluation

All evaluations shall be reduced to writing and a copy given to the bargaining unit member within ten (10) days of evaluation. If the bargaining unit member disagrees with the evaluation, he/she may submit

a written response which shall be attached to the file copy of the evaluation in question. If a supervisor believes a bargaining unit member is doing unacceptable work, the reasons therefore shall be set forth in specific terms, as shall an identification of the specific ways in which the bargaining unit member is to improve, and of the assistance to be given by the employer towards that improvement. In subsequent observation reports, failure to again note a specific deficiency shall be interpreted to mean that adequate improvement has taken place.

D. Conference

Following each formal evaluation - which shall include a conference with the evaluator - the bargaining unit member shall sign and be given a copy of the evaluation report prepared by the evaluator. In no case shall the bargaining unit member's signature be construed to mean that he/she necessarily agrees with the contents of the evaluation. A bargaining unit member may submit additional comments to the written evaluation if he/she so desires. All written evaluations are to be placed in the bargaining unit member's personnel file.

E. Probationary Period

At the completion of the probationary period, an evaluation of the bargaining unit member's work shall be completed, following the procedures of this provision.

F. Termination

In the event a bargaining unit member is not continued in employment, the employer will advise the bargaining unit member of the specific reasons therefore in writing with a copy to the Union.

G. Access To Files

A bargaining unit member shall have the right to review the contents of all records, excluding initial references of the employer, pertaining to said individual, originating after the initial employment, and to have a

Union representative present at such review.

H. Content Of Files

No material originating after the initial employment shall be placed in a bargaining unit member's personal record unless she/he has had an opportunity to review said material. The bargaining unit member may submit a written notification regarding any material and the same shall be attached to the material in question. If a bargaining unit member is requested to sign material to be placed in her/his file, such signature thereon shall be understood to indicate her/his awareness of the material but in no instance shall said signature be interpreted to mean agreement with the material's content.

I. Discipline

No employee shall be disciplined (including written warnings, written reprimands, suspensions without pay or discharge) without just cause. Discipline of personnel under the provisions of this Agreement will be conducted in accordance with the basic concepts of due process. Any such discipline shall be progressive in nature except in cases such as theft, possession of drugs or intoxicants, serious misconduct, and reckless disregard of self or others while on duty. A copy of the written disciplinary action given the employee will be given to the Union. Any complaint made against an employee shall be properly called to his/her attention and a corrective procedure given to the employee. A written notice of reprimand shall remain on an employee's record for no more than three (3) years from date of issue provided that the specific conduct which warranted the reprimand has not been repeated.

ARTICLE XI -- PROTECTION OF EMPLOYEES

A. Assault

Any case of assault upon a bargaining unit member in conjunction with

his/her responsibilities to the school district shall be promptly reported to the employer.

B. Complaints

In the event of a complaint or charge is made by any person or group not employed by the employer, or other employees, against any bargaining unit member, the individual shall be given full information with respect thereto and with respect to any investigation conducted by the employer.

C. Time Lost

Time lost by an employee for legal counsel or court proceedings in connection with any incident mentioned in this Article shall not be charged against the employee.

D. Reasonable Care

Employees shall be expected to exercise reasonable care with respect to the safety of pupils and property.

ARTICLE XII -- NEGOTIATION PROCEDURES

A. Other Issues

This agreement supersedes all prior practices, whether written or oral between the parties. This agreement is subject to amendment, alteration or additions, only by a subsequent written agreement between, and executed by, the District and the Union. The waiver of any breach, term or condition by either party shall not constitute a precedent in the future enforcement of all its terms and conditions.

B. Timelines

At least 60 days prior to the expiration of this Agreement, the parties will likewise begin negotiations for a new agreement covering wages, hours, terms and conditions of employment.

ARTICLE XIII -- GRIEVANCE PROCEDURE

- A. For the purposes of this Agreement a grievance shall be defined as a claim or complaint by a bargaining unit member, a group of bargaining unit members, or the Union, that there has been a violation, misinterpretation or misapplication of any provision of this Agreement.
- B. The term grievance as defined above shall not apply to the discharge of a probationary employee, for any reason, during the first sixty (60) work days of employment.
- C. Written grievances as required shall contain the following:
 1. It shall be signed by the grievant;
 2. It shall contain a synopsis of the facts giving rise to the alleged violation;
 3. It shall cite the section of subsections of this contract alleged to have been violated;
 4. It shall contain the date of the alleged violation;
 5. It shall specify the relief requested.

STEP 1. Within ten (10) working days of the occurrence of the act giving rise to the dispute, the aggrieved employee and the committee person shall meet with the Supervisor to resolve the matter. The Supervisor shall give an answer within five (5) working days after such meeting.

STEP 2. If the grievance is not settled in Step 1, the Grievance Committee shall, within five (5) working days from receipt of the Supervisor's answer then submit a copy of the grievance to the Board's Representative. A meeting will be held within five (5) working days after submission of the grievance at Step 2 between the Board Representative of the Grievance Committee and the grievant. The decision of the Board Representative shall be made within five (5) working days after the meeting.

STEP 3. If the grievance is not settled at Step 2, the Grievance Committee shall within five (5) working days from receipt of the Board Representative's answer then notify the Board in writing of their desire for a meeting with the Board. Such meeting, which will include the employee, committee and the Staff Representative, shall be held no later than its next regular meeting or two (2) calendar weeks, whichever shall be later. The Board shall give its written answer within ten (10) working days after the meeting.

STEP 4. Arbitrator Selection, Rules, etc.

1. If the Union is not satisfied with the disposition of the grievance by the Board, or if no disposition has been made within the period provided above, the grievance may be submitted to arbitration before an impartial arbitrator. If the parties cannot agree as to the

arbitration within five calendar days from the notification date that arbitration will be pursued, he shall be selected by the American Arbitration Association in accord with its rules which shall likewise govern the arbitration proceeding. The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement. Only those grievances arising from an alleged violation, misinterpretation or misapplication of the terms and provisions of this Agreement may be submitted for binding arbitration. Grievances which do not arise from an alleged violation, misinterpretation or misapplication of this Agreement may be submitted directly to the Board for further disposition in accordance with this Article, but such grievance shall not be arbitrable. The authority of the arbitrator stems from this Agreement and his sole function is to interpret and apply this Agreement and to pass upon alleged violations thereof on a binding basis.

2. Arbitration Fees: If a grievance is sustained by the arbitrator, the fees and expenses of the arbitrator shall be paid by the Board. If the grievance is not sustained by the arbitrator, such fees and expenses shall be paid by the Union. If the arbitrator decides in favor of neither party, the parties shall equally share the arbitrator's fees and expenses.
3. Employees will make up any work time lost at any step of the grievance procedure except arbitration unless mutually agreed otherwise.

ARTICLE XIV -- MISCELLANEOUS PROVISIONS

A. Absences/Substitutes

Employees shall be informed of a telephone number they may call one hour ahead to report unavailability for work. Once an employee has reported

unavailability, it shall be the responsibility of the administration to arrange for a substitute employee.

B. Copies Of Agreement

Copies of this Agreement shall be duplicated at the expense of the Board and presented to all employees employed by the Board. Ten extra copies shall be provided to the Union for its use.

C. Contrary To Law

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

ARTICLE XV -- REDUCTION IN PERSONNEL, LAYOFF AND RECALL

It is expressly recognized that it is within the sole discretion of the Board to reduce its educational program, curriculum and/or staff and that the procedures set forth in this article shall be used in laying off personnel.

A. Layoff Procedure

Layoff shall be conducted in two separate classifications:

Custodial/Grounds

Maintenance/Mechanic

1. The Union will be given not less than thirty-six (36) hours notice of intent to layoff and will be given the opportunity to immediately discuss the circumstances with the employer.
2. An employee shall be given at least fifteen (15) working days notice of layoff. Employees, subsequently displaced, if any, shall be notified of such displacement as soon as practicable but not less than one working day after the more senior employee has exercised the right to displace.

- B. In any reduction of staff, an employee will be provided the opportunity to use bargaining unit seniority within his/her classification as follows:
1. First, to displace the least senior person holding a position in the same classification on the same shift with equal hours, provided:
 - a. the employee possesses the necessary qualification
 - b. the employee displaced is junior in bargaining unit seniority
 2. Second, to displace the least senior person holding a position in the same classification on another shift with equal hours, provided:
 - a. the employee possesses the necessary qualification
 - b. the employee displaced is junior in bargaining unit seniority
 3. Third, in the event the member is unable to displace another at the same classification, to displace the least senior person holding a position in the next lower classification on the same shift with equal hours, provided:
 - a. the employee possesses the necessary qualifications
 - b. the employee displaced is junior in bargaining unit seniority
 4. Fourth, to displace the least senior person holding a position in the next lower classification on another shift with equal hours, provided:
 - a. the employee possesses the necessary qualifications
 - b. the employee displaced is junior in bargaining unit seniority
 5. Any employee who is displaced may use bargaining unit seniority in the same manner.
 6. Upon notification of layoff or displacement, the employee will be advised as to the position under the procedure above to which the displacement rights may be exercised.
 7. The use of bargaining unit seniority to displace another employee must be exercised within three days following notification of layoff or displacement, whichever is applicable, or the right is forfeited.

C. Recall Procedure

When the working force is increased after a layoff, employees will be recalled according to seniority and qualifications. Notice of recall shall be sent to the employee at his last known address by registered or certified mail, and a copy to the Union. If an employee fails to report for work within ten (10) working days from the date of mailing notice of recall, he shall be considered a quit. In proper cases, exceptions may be made. Employees shall be held responsible for keeping the Employer notified as to their current mailing address by written form to the Superintendent's office.

D. Seniority

1. Seniority shall be determined as the length of continuous service within the District as a member of the bargaining unit. Accumulation of seniority shall begin on the employee's last date of hire. In the event more than one (1) individual has the same starting date of work, position on the seniority list shall be determined by lottery.
2. New employees shall be considered probationary employees until they have completed a probationary period of sixty (60) workdays. Upon satisfactory completion of the probationary period, seniority shall be retroactive to the first day of employment.
3. Probationary employees shall have no seniority until the completion of the probationary period at which time their seniority shall revert to their first day of work.
4. The Board shall prepare, maintain and post the seniority list. The initial seniority list shall be prepared and posted conspicuously in all buildings of the District within thirty 30 days after the effective date of this Agreement with revisions and dates.
5. Seniority shall be lost by an employee:
 - a. Upon termination, resignation, or retirement;

- b. Discharged permanently for proper cause after receiving due process;
- c. Absent for three (3) working days without notifying the building principal/Supervisor, unless satisfactory reason is provided;
- d. Seniority will be frozen as of the date an employee transfers to a classification not covered by this Agreement until he returns to a classification covered by this Agreement.

E. Accrued Benefits

Recalled employees shall be entitled to all sickness and leave benefits as provided herein. Utilization of such benefits or an existing necessity for utilization of such benefits shall not be considered proper reason for failure to recall or reinstate.

F. Right To Refuse Recall

An employee may refuse to accept a position which is less in hours or compensation without affecting his or her recall rights to a position similar to the position held prior to layoff.

ARTICLE XVI -- CONTINUITY OF OPERATIONS

The Association agrees that neither it nor any of the employees in the bargaining unit will participate in, authorize, assist or support any strike within the Byron Center Public School system during the expressed dates of this contract. In the event of violation of this clause, the Board retains the right to take whatever disciplinary action it deems appropriate, including discharge.

ARTICLE XVII

DURATION OF AGREEMENT

- A. This Agreement shall become effective upon ratification of both parties as of November 7, 1994, and shall continue in effect until the thirtieth day of June 1997. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated.
- B. In witness whereof the parties have caused this Agreement to be signed by their representatives on this seventh day of November, 1994.

UNION

EMPLOYER

SALARY SCHEDULE

A. CUSTODIAL/GROUNDS

It is understood that the duties and responsibilities of the custodial/grounds positions are interchangeable.

	<u>1994-1995</u>	<u>1995-1996</u>	<u>1996-1997</u>
STEP 1	\$10.64	\$10.64	\$10.64
STEP 2	11.99	11.31	11.31
STEP 3	13.32	11.99	11.99
STEP 4	13.45	12.65	12.65
STEP 5	--	13.58	13.32
STEP 6	--	--	13.73

B. MAINTENANCE/MECHANIC

It is understood that the duties and responsibilities of the maintenance/mechanic positions are interchangeable.

	<u>1994-1995</u>	<u>1995-1996</u>	<u>1996-1997</u>
STEP 1	\$12.41	\$12.41	\$12.41
STEP 2	13.82	13.10	13.10
STEP 3	15.12	13.81	13.81
STEP 4	15.27	14.46	14.46
STEP 5	--	15.42	15.12
STEP 6	--	--	15.57

- C. An additional \$400 per year will be paid to any employee required by the Board of Education to obtain a boiler license.

ADDENDUM TO MASTER AGREEMENT

BYRON CENTER PUBLIC SCHOOLS

KCEA/BCEA SUPPORT STAFF UNION 1994-1995 1995-1996 1996-1997

ARTICLE VII -- HOLIDAYS (Page 13)

A. 1994-1995 Memorial Day is May 29, 1995.

ARTICLE XII (ADD TO ARTICLE XII-C) (Page 24)

C. REOPENER

The Employer is free to require certification for the mechanics and/or maintenance positions. Should this requirement be established, the parties agree to meet to review the rate of pay for those positions.

Letter of Understanding "Clarification of Vacation"

This is intended to be a clarification of language contained in the Master Agreement between the Byron Center School District and the Byron Center Support Staff Union KCEA/MEA/NEA, Article VI -- Vacations.

New Employees hired before July 1, will be eligible to receive two weeks vacation after they have worked one full calendar year. The employees will be obligated to take this two weeks of vacation before September 1, of the same year. In subsequent years, the employee will be on the regular rotation as per the contract.

Example

Employee A was hired on February 1, 1992. Mr./Ms. A will be eligible for two weeks vacation after February 1, 1993. This vacation must be taken before September 1, 1993. Employee A will then be eligible to bid for the next years vacation (1993-1994) as per the contract, Article VI, Section B.

Robert Wait, Assistant Superintendent
Byron Center Public Schools

Date

KCEA

Date



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