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MASTER AGREEMENT

September 1, 1990 to August 31, 1993

Between

BUCKLEY COMMUNITY SCHOOLS BOARD OF EDUCATION

And

NORTHER MICHIGAN EDUCATION ASSOCIATION, MEA/NEA

Buckley Community Schools

ARTICLE I - RECOGNITION

1.1 This Agreement entered in this 23rd day of February, 1991, by and between the Northern Michigan Education Association-Michigan Education Association/National Education Association as hereinafter called the "Association", and Buckley Community School, hereinafter called the "Employer".

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

ARTICLE II - RECOGNITION OF THE PARTIES

2.1 The Buckley Community School, herinafter "Employer" or "District" hereby recognizes Northern Michigan Education Association-Michigan Education Association, an affiliate of the National Education Association, hereinafter the "Association", as the sole and exclusive bargaining representative, for the purpose of and as defined in the Public Employment Relations Act, as amended, MCLA 423.201 et seq.: MSA 17.455 (1) et seq., (PERA), for all personnel (as certified by the Michigan Employment Relations Commission all full-time and regular part-time employees, of Buckley Community School including office clerical employees, aides, cafeteria employees, custodial, maintenance employees, bus drivers and mechanics, including head bus driver and head of maintenance, excluding supervisors, secretary to superintendent, certified teaching employees, and all other employees.

2.2 Unless otherwise indicated, use of the term "Employee/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:

- a) Full-time: A bargaining unit member who is employed at least 40 hours per week
- b) Part-time: A bargaining unit member who is employed less than 40 hours per week.
- c) Probationary: A bargaining unit member who is employed to fill a full time position for a trial period of thirty (30) days, or a part-time bargaining unit member to fill a position for 120 hours. Upon recommendation of the Superintendent, and for cause, the Employer may extend an employee's probationary period for an additional 30 days. Said extension shall not be subject to the grievance procedure.
- d) School year bargaining unit member/employees: Bargaining unit members employed to work at least the school calendar year.
- e) Full-year bargaining unit members/employees: Bargaining unit members who are employed to work on a twelve month basis.

ARTICLE III - PURPOSE

3.1 This Agreement is negotiated pursuant to the Public Employment Relations Act, Act No. 336 of the Public Acts of 1947 as amended, to establish the wages, hours, terms and conditions of employment for the members of the bargaining unit herein defined.

ARTICLE IV - EXTENT OF AGREEMENT

4.1 This Agreement shall constitute a binding obligation of both the Employer and the Association, and for the duration hereof may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of these parties in written and signed amendment to this Agreement.

4.2 Any individual contract between the Employer and any individual bargaining unit member heretofore executed shall be subject to and consistent with the terms and conditions of this Agreement.

ARTICLE V - ASSOCIATION RIGHTS

5.1 The Association and its duly authorized representatives, as the exclusive representative of employees within this bargaining unit shall have the right of reasonable use of school buildings, facilities and equipment through the use of a "Facility Use Agreement".

5.2 The Association shall have the exclusive right to post notices of activities and matters of Association concern on a bulletin board so designated by the Employer. It is understood that one bulletin board shall be provided in each building or facility. The Association may use the internal document delivery system to communicate only with the employees of the Employer.

5.3 The Employer agrees to furnish to the Association in response to reasonable requests all available public information concerning its financial resources/expenditures.

5.4 The rights granted herein to the Association shall not be granted or extended to any competing labor organization unless properly requested under the Freedom of Information Act and the laws of the State of Michigan.

5.5 The Employer shall grant the Association six (6) paid leave days for the use of its representatives to conduct Association business or participate in Association activities. In the event a substitute is hired, the Association agrees to reimburse the Board for the cost of the substitute.

ARTICLE VI - MANAGEMENT RIGHTS

6.1 The Association recognizes that the Employer has the responsibility and authority to manage and direct on behalf of the public all the operations and activities of the school district to the full extent authorized by law.

The exercise of these powers, rights, authority, duties and responsibilities by the Board and its appointees, and the adoption of such rules, regulations, and policies as the Board may deem necessary shall be exercised by the Employer in conformity with the provisions of this agreement.

ARTICLE VII - BARGAINING UNIT MEMBER RIGHTS AND PROTECTION

7.1 The Employer and Association hereby agree that every bargaining unit member shall have the right to freely organize, join and support the Association.

The Employer and the Association will not discriminate against any bargaining unit member because of race, creed, religion, color, national origin or ancestry, age, sex, marital status or physical handicap.

7.2 The bargaining unit members shall be entitled to full rights of citizenship. The private and personal life of any bargaining unit member is not within the appropriate concern or attention of the Employer as long as it is not unlawful and does not interfere with the performance of his/her duties.

7.3 No bargaining unit member shall be disciplined without just cause. The specific grounds for disciplinary action will be presented in writing to the bargaining unit member and the Association no later than at the time discipline is imposed.

7.4 An employee shall be entitled to have present a representative of the Association during any meeting which will or may lead to disciplinary action by the Employer. The following procedure shall be followed:

- 1) A written notice shall be given the employee, and the local Association president, or designee notifying of the date, time and place of the disciplinary meeting.
- 2) It is understood that the portion of the investigation involving the employee may not be delayed more than 24 hours due to the request for representation.
- 3) It is understood that the investigation may continue without the presence of the employee.

7.5 A bargaining unit member or a person authorized by the bargaining unit member shall have the right to review the contents of his/her personnel file. A written request for said review shall be given to the appropriate supervisor. The employer shall have, except in the case of an emergency, two (2) working days to comply with said request. The review shall be in the presence of personnel authorized by the Employer.

7.6 No material shall be placed in a bargaining unit member's personnel file without a copy being provided to the member. Complaints against the member shall be in writing with name of complainant and signature. The bargaining unit member may submit notation reply regarding any material, including complaints, and have said notation attached to the material in

question. Any such notation shall be received by the administrator no less than ten (10) working days after member is made aware of material in question.

7.7 Any case of assault upon a bargaining unit member shall be promptly reported to the Employer. The Employer shall promptly render reasonable assistance to the bargaining unit member. The Employer's representative will consider reimbursement for damages to or destruction or loss of the bargaining unit member's vehicle, clothing or personal effects, provided such damage, destruction or loss occurred on school premises and was not occasioned by the negligence of the bargaining unit member.

The Employer agrees to pay the bargaining unit member's insurance deductible per occurrence. In the event the bargaining unit member does not carry insurance, the Employer agrees to pay up to \$100 of the actual expense incurred to repair the damage.

7.8 In the event of a chargeable accident involving a school vehicle, a driver may be requested not to drive (with pay) pending the completion of the investigation by the proper law enforcement agency and/or insurance agency.

7.9 The dismissal of an employee shall be preceded by a written notice which shall contain a specific statement or statements of the reason(s) for the termination.

7.10 The Employer agrees to follow a progressive discipline sequence when disciplining a bargaining unit member. It is recognized that the seriousness of a problem will determine the level of discipline:

1. Verbal warning
2. Written reprimand
3. Suspension with pay
4. Suspension without pay
5. Termination

7.11 Any employee involved in the unlawful possession, use, sale, manufacture, distribution or dispensation of illegal drugs or look alike, or alcohol, on school district premises, work sites, or educational activities, shall be subject to appropriate personnel action in accordance with the standards for discipline set forth in this contract, and/or local, state, and federal laws, up to and including termination. In appropriate cases, such personnel action may include the opportunity to participate satisfactorily in a substance abuse assistance or rehabilitation program.

ARTICLE VIII - GRIEVANCE PROCEDURE

8.1 - Definition

A grievance is a claim or complaint by a bargaining unit member, or group of bargaining unit members, or the Association that there has been a violation, misinterpretation, or misapplication of any express provision of this Agreement.

8.2 - Informal Level

In the event a bargaining unit member believes there are grounds for a grievance the affected bargaining unit member(s) shall request a meeting with his/her immediate supervisor in an effort to resolve the complaint. The meeting must be requested within five (5) days of the date of the occurrence or discovery thereof that the grievance is based upon. The bargaining unit member may notify the Association and a representative of the Association may be present with the bargaining unit member at such a meeting. If the bargaining unit member is not satisfied with the result of the meeting, he/she may formalize the grievance in writing as provided hereunder.

8.3 - Formal Level I

If the grievance is not resolved in the meeting between the affected bargaining unit member and his/her immediate supervisor, the complaint may be formalized as a grievance. A formalized grievance must be submitted, in writing, to the immediate supervisor within ten (10) days of the meeting between the supervisor and the affected bargaining unit member. The affected bargaining unit member shall also send a copy of the grievance to the Association within said ten (10) day period. The immediate supervisor shall, within five (5) days of the receipt of the grievance, render a written decision. A copy of the decision shall be forwarded to the grievant(s) and the Association.

8.4 - Formal Level II

If the Association is not satisfied with the disposition of the grievance at Level I or if no disposition has been made within five (5) days of the immediate supervisor's receipt of the grievance, the grievance may be appealed to the Board. Any appeal to the Board must be made within five (5) days of receipt of the immediate supervisor's written decision or within five (5) days of the date the immediate supervisor's written decision was due. Within seven (7) days after the grievance has been appealed to the Board, the Board shall meet with the Association to discuss the grievance. At the next regularly scheduled Board meeting occurring at least five (5) days after the conclusion of the Formal Level II meeting, the Board shall render a written decision on the grievance. Copies of the Board's written decision shall be transmitted to the Association and the grievant(s).

8.5.a

The term "days" when used in this Article shall mean days when the school district administrative offices are open and regularly scheduled for business. Time limits may be extended by mutual written agreement.

8.5.b

Notwithstanding the expiration of this Agreement, any claim or grievance arising thereunder prior to the expiration may be processed through the grievance procedure until resolution.

8.5.c

A grievance filed as an Association grievance may, at the option of the Association, be initiated at Formal Level II of the grievance procedure.

8.5.d

The contents of any employee evaluation shall not be the basis for a grievance.

8.6 - Formal Level III

If the Association is not satisfied with the disposition of the grievance by the Board, or if no disposition has been made by the Board, the grievance may be appealed to Arbitration provided a Demand for Arbitration is filed with the American Arbitration Association (AAA) within ten (10) days of the Board's answer, or the date the Board's answer was due if the Board did not render an answer. Failure to timely file a Demand for Arbitration in proper form shall constitute a complete and permanent bar to arbitration.

8.6.1 The arbitration proceedings, including the selection of an arbitrator, shall be conducted pursuant to the rules of AAA, except where in conflict with this Agreement.

8.6.2 During arbitration proceedings neither party shall be able to rely upon evidence or assert new grounds or defenses which have not been previously disclosed to the other party.

8.6.3 The following are excluded from Level III (arbitration) and the Level II Board disposition shall be final and binding as to any grievance with regard to any of the following:

- a. The termination of any probationary employee, or failure to re-employ any probationary employee.
- b. Any matter for which the basis of the grievance is not the express terms of this Agreement, including any and all allegations of employee rights created by or through the federal or state constitutions, federal or state laws, and/or rules, regulations or other provisions promulgated, administered or enforced by any federal or state administrative agency.

8.6.4 Powers of the arbitrator are subject to the following limitations:

- a. He/she shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement.
- b. He/she shall have no power to decide any question which, under this Agreement, is within the responsibility of management to decide except concerning procedural matters.

- c. He/she shall not hear any grievance previously barred from the scope of the grievance procedure.
- d. More than one grievance may not be considered by the arbitrator at the same time except upon expressed written mutual consent of the parties.
- e. Where no wage loss has been caused by the action of the Board complained of, the Board shall be under no obligation to make monetary adjustments and the arbitrator shall have no power to order one.
- f. Arbitration awards or grievance settlements will not be made retroactive beyond the date of the occurrence or non-occurrence of the event upon which the grievance is based.

8.6.5 The fees and expenses of the arbitrator and AAA shall be shared equally by the Association and the Board.

ARTICLE IX - CONTINUITY OF OPERATIONS

9.1 The Association agrees that it will not during the period of this Agreement directly or indirectly engage in any strike against the Employer. The Employer agrees that during the period of this Agreement it will not lockout any bargaining unit member.

9.2 The Employer and Association agree that they will not, during the period of this Agreement, knowingly engage in an unfair labor practice as defined by PERA.

9.3 When an Act of God or Employer directive forces the closing of a school or other facility of the Employer, employees shall be excused from work without loss of pay. Less than full-year employees will work rescheduled days at no additional cost to the Employer. If employee cannot work rescheduled time or days due to other employment, the employee will not be paid for said time or day.

Rescheduling of such days will be at the discretion of the Board. It is understood that the Board or its representative will consult with the Association prior to rescheduling said days.

9.4 Should it become necessary to cancel classes after the school day has started due to weather, or other emergency conditions, the superintendent (in person or by another person so designated and previously made known to the employees) shall notify the employees through the media, by telephone or in person, not to report to work, or that they may leave work early. Full year bargaining unit employees will receive pay for their regular hours of work. All school year employees in the custodial/maintenance and clerical positions will receive pay for their regular hours worked prior to said notification and early leave time. Rescheduling of such days, will be at the discretion of the Employer. It is understood that the Employer will consult with the Association prior to rescheduling said days.

9.5 When school opening is delayed because of inclement weather, bargaining unit members are expected to report for work at their regular reporting time or as close to the rescheduled time as announced or as road conditions will allow.

ARTICLE X - SUBCONTRACTING

10.1 The Employer shall have the right to subcontract work provided that the Association is given written notice of the proposed subcontracting and an opportunity to meet with the Board and have meaningful dialogue prior to the subcontracting, and provided one of the following conditions is met:

- 10.1.1 The skills and equipment needed to perform the work specified are unavailable in the bargaining unit,
- 10.1.2 The schedule for such work cannot be met with the equipment or skills available within the bargaining unit for such work, or within the normal time schedule of the bargaining unit members, or
- 10.1.3 The Board can obtain such services from a subcontractor at a savings in expense which is, in the opinion of the Board, substantial.

10.2 The Employer agrees that it will not during the life of this Agreement contract or subcontract work for the sole purpose of causing a layoff of employees covered by the terms of this Agreement.

10.3 The parties hereto agree that contracting and subcontracting of work is a management right, responsibility, and discretion, subject to the aforementioned conditions.

ARTICLE XI - ASSOCIATION DUES, SERVICE FEES, AND PAYROLL DEDUCTIONS

11.1 The provisions of this Article shall be applicable as a condition of employment for all bargaining unit members, except those full-time and regular part-time bargaining unit members who were employed by the Buckley Community School and were not Association members prior to June 30, 1988, are hereby exempt from mandatory compliance with the provisions of this Article.

11.2 Any new employee who does not make application within thirty (30) days from the date of commencement of employment, shall as a condition of employment, pay a legally permissible service fee, not to exceed the existing rate of union dues, said fee to have been determined in a legally permissible manner; provide, however, that the employee authorize payroll deductions for such fee. In the event that an employee shall not pay such service fee directly to the Association or authorize payment through payroll deduction, the Board may cause termination of employment.

11.3 The procedure in all cases for discharge for violation of this Article is as follows:

- a. The Association shall notify the employee of non-compliance by certified mail, return receipt requested. Said notice shall detail the non-compliance, and shall provide ten (10) days for compliance, and shall further advise the recipient that a request for discharge may be filed with the Board in the event compliance is not effected.
- b. If the employee fails to comply, the Association may file charges, in writing, with the Board, and shall request termination of employment. A copy of the notice of non-compliance and proof of service shall be attached to said charges.
- c. The Board only upon receipt of said charges and request for termination, shall conduct a hearing on said charges. In the event of compliance at any time prior to discharge, charges may be withdrawn. The Association, in the processing of charges, agrees not to discriminate between various bargaining unit members who may have refused to pay the professional dues and or service fee.

11.4 In the event of any legal action against the Employer, Board, Board members or administrators, brought in a court or administrative agency because of its compliance with this Article, the Association agrees to defend such action, at its own expense and through its own counsel, provided:

- a. The Employer gives timely notice of such action to the Association and permits the Association intervention as a party if it so desires, and
- b. The Employer gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available at both trial and appellate levels.

The Association agrees that in any action so defended, it will indemnify and hold harmless the Employer, Board, Board members and administrators, from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of compliance with this Article XI, but this does not include any liability for unemployment compensation paid under the Michigan Employment Security Act.

11.5 Any bargaining unit member who is a member of the Association or who has applied for membership, may sign and deliver to the Employer an assignment authorizing deduction of dues, assessments and contributions in the Association as established by the Association. Such authorization shall continue in effect from year-to-year unless revoked according to the

procedures outlined in the MEA Constitution, By-laws and Administrative Procedures. Pursuant to such authorization, the Employer shall deduct one-tenth of such dues, assessments and contributions from the regular salary check of the bargaining unit member each month for ten (10) months, beginning in September and ending in June of each year.

11.6 Upon appropriate written authorization from the bargaining unit member, the Employer shall deduct from the salary of any such bargaining unit member and make appropriate remittance for MEA Financial Services programs (tax-deferred annuities, auto insurance, homeowner's insurance, etc.), MESSA programs not fully Employer paid, credit union, savings bond, charitable donations, MEA-PAC, NEA-PAC contributions or any other plans or programs jointly approved by the Association and Employer.

ARTICLE XII - EMPLOYER SUPPORT OF STUDENT DISCIPLINE

12.1 The Employer shall distribute to all students, parents, and bargaining unit members rules and regulations setting forth the procedures to be utilized in disciplining students. Bargaining unit members shall be permitted the use of punishment consistent with board policy and agreed upon rules and regulations as made known to bargaining unit members.

12.2 The Employer recognizes its responsibility to give all reasonable support and assistance to bargaining unit members with respect to the maintenance of control and discipline. Any case of assault upon a bargaining unit member shall be promptly reported to the Employer or its designated representative. Time lost by a bargaining unit member in connection with an incident mentioned in this Article shall not be charged against the bargaining unit member.

ARTICLE XIII - NEGOTIATIONS PROCEDURES

13.1 At least thirty (30) days prior to the expiration of this Agreement, the Association shall approach the Employer in writing requesting that the negotiation procedure begin before the expiration of said contract.

13.2 Neither party in any negotiations shall have any control over the selection of the negotiating or bargaining representatives of the other party.

13.3 There shall be two signed copies of any final Agreement. One copy shall be retained by the Employer and one by the Association. Copies of this Agreement shall be printed at mutual expense of the parties within thirty (30) days after the Agreement is signed. A copy of this Agreement shall be presented to each bargaining unit member.

13.4 All school district policies currently in effect are available for examination in the office of the superintendent. Any new policy, or any changes to existing policy affecting the members of the Association shall be discussed with the Association prior to final adoption by the board. A copy of any new policy or a changed policy shall be provided to each member of the Association.

13.5 Representatives of the Employer and the Association shall meet from time to time for the purpose of reviewing the administration of the Agreement and to resolve problems that may arise. These meetings are not intended to bypass the grievance procedure, but are intended to seek solution(s) to problems that may occur.

13.6 If any provision or application of this Agreement shall be prohibited by or be deemed invalid under such applicable laws or regulations, such provision or application shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of the Agreement. If any provision of this Agreement is invalidated, the parties will meet within ten (10) days of the determination of invalidity to renegotiate such invalidated provisions.

ARTICLE XIV - ANNEXATION, CONSOLIDATION, AND/OR REORGANIZATION OF THE SCHOOL DISTRICT

14.1 The Board and Association agree that in the event of an annexation, consolidation, or reorganization of the Buckley Community School District, that the Board will work toward continued employment of all bargaining unit members.

ARTICLE XV - WORK YEAR, WORK WEEK, WORKDAY

15.1 The normal work year for school year bargaining unit members shall be one hundred eighty (180) days, September to June. The normal work year for all other (full year) bargaining unit members shall be twelve (12) months, July 1 through June 30.

The normal work week for all bargaining unit members is Monday through Friday, including an unpaid lunch period of at least thirty (30) minutes duration. The minimum call in for emergency situations shall be two (2) hours.

15.2 All bargaining unit members will be entitled to two (2) fifteen (15) minute relief times except that bargaining unit members working less than the normal workday shall receive one (1) fifteen (15) minute relief time.

15.3 Overtime and extra bus runs shall be divided among bargaining unit members within each department. Overtime and extra bus runs 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 the overtime. Overtime that is unused by a bargaining unit member who has suffered injury on the job will not be charged against him/her on the Overtime Chart for up to one (1) calendar year. Upon his/her return, every effort shall be made to adjust this loss by giving him/her first assignment on the overtime. It is understood by the parties that the record keeping of the "Overtime Chart" shall be borne by the Association.

15.4 Bargaining unit members shall be granted a ten (10) minute period prior to the end of the work shift in which to put away equipment and supplies and for the purpose of personal cleanup.

15.5 Upon notification by the Superintendent, or the President of the Board of Education (in the event the Superintendent is unavailable), bargaining unit members requested to report for work due to emergencies, such as snow removal, heating system repair, etc., during such inclement weather conditions shall be compensated at one and one-half times their regular rate of pay, or at the option of the employee be given one and one-half times compensatory time off his/her regular assigned working time.

15.6 Employees (except as noted in 15.7) will be paid time and one-half (1 1/2):

1. For those hours worked in one week over and above 40.
2. When said hours have the prior approval from the Superintendent, or President of the Board of Education (in the event the Superintendent is unavailable).
3. Employees who are required to work on days other than the normal work week days shall be paid straight time, unless the total hours for the week exceed 40.

15.7 An employee who is eligible for overtime compensation may elect to receive such compensation as compensatory time, if so noted on the pay period time card.

ARTICLE XVI - WORKING CONDITIONS

16.1 The Employer shall provide adequate rest areas and restrooms for employees' use.

16.2 The Employer shall support and assist bargaining unit members with respect to the maintenance of control and discipline of students as per Employer policy.

16.3 A bargaining unit member shall report directly to one supervisor, but will be responsible to the Principal and Superintendent. The supervisor shall be designated by the job description. A written copy of the job description shall be provided to each bargaining unit member.

16.4 The Employer shall provide or make available without cost to the bargaining unit member the following:

- (a) Approved first aid kits and materials will be available.
- (b) Adequate and approved safety equipment will be provided as determined by OSHA guidelines and in consultation with the employee and Employer.

- (c) Reimbursement for the cost of licenses or the renewal of licenses required for the bargaining unit member to perform his/her job or position. Cost of license and required training will be paid for by the bargaining unit member. Reimbursement will be made by the Employer for new employees on the following schedule:

1/2 on completion of 160 hours of work

1/2 on completion of 320 hours of work, or be available for employment for 18 weeks. Present employees will be reimbursed upon presentation of appropriate documentation to the Employer.

16.5 The Employer shall designate one custodian to be responsible for the supervision of the building when an administrator is not present.

16.6 (A) Each driver shall submit to a physical examination by a licensed physician selected by the employee once every year. The board shall pay the cost of each examination up to \$45 of the employee's out of pocket expenses the first year, and adjusted for the cost of living (February, CPI, Urban) for the duration of the contract. For example, if the cost of living as determined by February, CPI, Urban is 5% in 1991, the Board will pay \$45 x .05 - \$47.25 for the second year of the contract. The same formula will be applied for the third year of the contract. This proposal shall remain in effect as long as the content of the state mandated exam remains in effect. Should changes be mandated by law, the parties shall meet to re-negotiate the amount of out of pocket expenses.

(B) Employees required to participate in training will receive their individual, non-overtime hourly rate for the time spent in class and travel away from Buckley Community Schools.

(1) Drivers and aides shall attend Michigan school bus safety education classes as required by the Michigan Department of Education. The district shall make available training classes for preparation to earn a commercial driver's license.

(2) Each driver/aide shall complete the Red Cross multi-media course in First Aid to the Injured, eight hours, and be a certified member in good standing.

(C) The parties recognize that certain transportation services and equipment are required by the IEPC to insure the safe maneuvering of special education and/or handicapped students in boarding and unboarding transportation vehicles, and to insure the safe transportation of the students while on board transportation vehicles. The Employer agrees to provide lifts on any vehicles transporting wheelchair students, and seatbelts

or other appropriate restraints for each student transported. Bus aides will be provided in the event the safety of the driver and/or passengers is compromised by the behavior and/or physical needs of the passengers.

The Employer will make known to the employee any information that is necessary for the employee to perform his/her duties. In the event the employees, pursuant to a student's IEPC or at the direction of the Employer, utilize any specialized procedures relating to medical or behavioral management, the Employer will provide prior training as to such procedures. Such training will be at the Employer's expense, with compensation to the bargaining unit member for any overtime occasioned by the training.

The Employer agrees to indemnify and save bargaining unit members harmless from any liability incurred in the transportation of special education students to and from school and school related activities.

16.7 Dispensing of Medication

- (A) Bargaining unit members may be required to administer medication to pupils only under the following conditions:
 - (1) The parents or guardians have given prior written approval for the administration of medication by non-medical personnel.
 - (2) Written instructions from the attending physician must accompany a prescription.

The Employer shall indemnify and save harmless from any liability bargaining unit members who administer medication to pupils when directed to so do by school supervisory personnel.

16.8 Related Services. The Association recognizes that the Employer may be required by law to provide certain "Related Services", for example changing diapers, clean intermittent catheterization (CIC) and tracheotomy cleaning, to special education students.

When related services require expertise, the Employer will endeavor to provide the services via trained personnel. In no case, however, will a bargaining unit member be required to provide related services requiring expertise, unless the following conditions are met:

- (A) The member has received prior training in the procedure. Such training shall be provided at the Employer's expense, with compensation to the bargaining unit member for any overtime required to receive training.

- (B) The Employer has obtained written permission from the student's parents and/or guardian(s) authorizing the procedure to be performed by a lay person with the level of training received by the bargaining unit member.
- (C) A witness must be made available during execution of the procedure.

The Employer shall indemnify and save bargaining unit members harmless from any liability resulting from their provision of related services to students.

ARTICLE XVII - VACANCIES, TRANSFERS AND PROMOTIONS

17.1 A vacancy shall be defined as a newly created position or a present position that is not filled.

17.2 All vacancies in the bargaining unit that the Employer desires to fill shall be posted in a conspicuous place in each school building of the district for a period of ten (10) calendar days. Said posting shall contain the following information:

- a) Type of work
- b) Location of work
- c) Starting date
- d) Rate of pay
- e) Hours to be worked
- f) Classification
- g) Minimum requirements
- h) Ending date for applications

17.3 Interested bargaining unit members may apply in writing to the Superintendent, or designee, within the (10) day posting period. The Employer shall notify bargaining unit members of vacancies in the bargaining unit occurring during the summer months (June, July, August) by sending notice of same by U.S. Mail to the last known address of each bargaining unit member who requested in writing to be notified of such vacancies.

17.4 When a vacancy is to be filled by the Employer, the Employer will place a current bargaining unit member, a transfer, or a new hire in the position based on, in the opinion of the Employer, the individual who is best qualified for the position. In filling a position, the Employer will consider qualifications, length of service to the school district, and other relevant factors as they relate to all applicants.

17.5 In the event of promotion or transfer from one classification to another, the bargaining unit member shall be given a twenty-nine (29) workday trial in which to show his/her ability to perform on the new job. The Employer shall advise the promoted or transferred bargaining unit member of its performance expectations as described in the job description.

If in the opinion of the Employer the bargaining unit member does not demonstrate ability to perform the work required to the Employer's satisfaction during the trial period, the bargaining unit member shall be returned to his/her previous assignment. At the option of the affected bargaining unit member he/she shall have the option to return to his/her previous assignment during the trial period.

17.6 The parties agree that involuntary transfers of bargaining unit members are to be made only for just cause. Involuntary transfers made to effectuate lay-offs shall be conclusively deemed to be for just cause.

17.7 Bargaining unit members shall not be placed on a lower step (salary schedule, wage scale) for the first thirty (30) calendar days following an involuntary transfer.

ARTICLE XVIII - SENIORITY

18.1 Seniority shall be defined as the length of continuous service in a particular classification (see Section 18.3) within the district as a regular member of the bargaining unit, excluding service as a substitute or temporary service. Accumulation of seniority shall begin from the bargaining unit member's first working day in the classification. In the event that more than one individual bargaining unit member has the same starting date of work, position on the seniority list shall be determined by drawing lots.

18.2 Part-time employees shall accrue seniority on pro rata basis.

18.3 Probationary employees shall have no seniority until they successfully complete the probationary period at which time their seniority shall revert to their first day of work.

18.4 For purposes of this Agreement, all bargaining unit members shall be placed in one of the following classifications based on their current assignments:

- a) Custodial/Maintenance
- b) Clerical
- c) Cook
- d) Aide
- e) Bus Driver/Transportation

18.5 The Employer shall prepare, maintain and post the seniority list. A copy of the seniority list and subsequent revisions shall be furnished to each member of the bargaining unit.

18.6 Seniority shall be lost by a bargaining unit member upon termination, resignation, retirement or transfer to a non-bargaining unit position. Seniority in a particular classification shall be frozen if an employee transfers voluntarily or involuntarily to another classification within the bargaining unit.

ARTICLE XIX - REDUCTION IN PERSONNEL, LAYOFF AND RECALL

19.1 Layoff shall be defined as a reduction in the work force, including a reduction in straight time hours.

19.2 No bargaining unit member shall be laid off unless said bargaining unit member shall have been notified of said layoff at least fifteen (15) calendar days prior to the effective date of the layoff. Ten (10) calendar day notice shall be given where the layoff is in the form of a reduction in hours. In the event of a reduction in work force, the Employer shall first layoff probationary bargaining unit members in the classification being reduced. If further reduction is made, layoff shall be made on the basis of seniority in the classification being reduced. In no case shall a new employee be employed by the Employer while there are laid off bargaining unit members who are qualified and have seniority in the classification where there is a vacancy being filled. An employee who is laid off or reduced shall be entitled to bump less senior employees employed in other classifications in which the laid off or reduced employee has seniority, provided he/she is qualified.

Qualifications shall be determined by the job description for each bargaining unit position.

19.3 In the event of a layoff, the Employer and Association may mutually agree to allow individual bargaining unit members to waive their seniority rights for the purpose of the layoff. Such waiver, if authorized by the bargaining unit member, shall not be construed to be a waiver of seniority for purposes of the right to be recalled from layoff.

19.4 A laid off bargaining unit member shall, upon application and at his/her option, be granted priority status on the substitute list for his/her classification according to his/her seniority. Laid off bargaining unit members may continue their health, dental and life insurance benefits by paying the regular monthly per subscriber group rate premium for such benefits to the Employer after the first thirty (30) days of such layoff. During the first thirty (30) days of a layoff the Employer will continue to be responsible for health, dental and life insurance premiums.

19.5 Laid off bargaining unit members shall be recalled to vacancies in the classification held at the time of layoff in order of seniority, with the most senior being recalled first, provided they are still qualified. Notices of recall shall be sent by certified or registered mail to the last known address as shown on the Employer's records. The recall notice shall state the time and date on which bargaining unit member is to report back to work. It shall be the bargaining unit member's responsibility to keep the Employer notified as to his/her current mailing address. Any bargaining unit member that cannot be contacted by the above methods due to moving from the area shall forfeit his/her right to recall. A recalled bargaining unit member shall be given five (5) calendar days from receipt of notice, excluding Saturday, Sunday, and holidays, to report to work. The Employer may fill the position on a temporary basis until the recalled bargaining unit member can report for work providing the bargaining unit member reports within the five

(5) day period. In case of an emergency, the Board may grant an extension of the above five (5) day period. Bargaining unit members recalled to full-time work for which they are qualified are obligated to take said work. A bargaining unit member who declines recall to equivalent work for which he/she is qualified shall forfeit his/her employment rights in the district. Bargaining unit members on layoff shall not accrue seniority during the period of such layoff.

ARTICLE XX - JOB DESCRIPTION AND CLASSIFICATION

20.1 For each classification, job descriptions will be developed by the Employer after consultation with the Association within thirty (30) days after ratification of this Agreement. The descriptions shall be distributed to all new bargaining unit members when hired by the District. The descriptions will include at a minimum:

- a. Job Title and description
- b. Minimum requirements
- c. Statement of required tasks and responsibilities.

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

20.3 It is agreed by the parties that, upon request by either party, they will meet for the purpose of consulting to make changes in existing job descriptions or the creation of new job descriptions for new positions not currently listed in this Agreement.

ARTICLE XXI - VACATIONS

21.1 Only full year bargaining unit members shall receive paid vacation time. Said vacation time may be used by eligible bargaining unit members at times of their choosing, which may be denied by the Employer for cause. All vacations must be pre-arranged and approved by the Superintendent.

21.2 Vacation time shall be granted on the bargaining unit member's anniversary date using the following schedule:

6 months	5 days
1 to 5 years	10 days
6 to 10 years	15 days
11 years +	20 days

21.3 Vacation days shall be used within 12 months following the anniversary date the employee is given the days. Any days not used within this year period will be lost, unless said vacation was interrupted by the Employer, in which case the interrupted day or days will be rescheduled.

21.4 Any vacation days earned prior to the employee's current year anniversary date, but not used as of the date of ratification of this Agreement shall be handled as follows:

- (1) The Employer agrees to pay, upon request by the employee, up to one third (1/3rd) of these previously accumulated days in any one (1) school fiscal year (July 1 ---> June 30), or
- (2) The employee will be allowed to use up to one third (1/3rd) of these accumulated days in each of the years of this contract.

21.5 It is understood by the parties that by the end of this Agreement, all vacation days presently accumulated, but not used will be taken care of by 1 or 2 above, or lost.

ARTICLE XXII - HOLIDAYS

22.1 Full time and 8 hour per day school year employees shall be paid for the following holidays when they work the work day prior to, and the work day following the holiday, except in case of emergency or extenuating circumstances. When emergency or extenuating circumstance is raised, the decision of the Employer shall be final in recognizing the same.

Labor Day
Thanksgiving Day the day after
Christmas Eve
Christmas Day
New Year's Eve
New Year's Day
Good Friday - When the teacher's contract requires working on Good Friday, this day shall not be a holiday.
Memorial Day
Fourth of July

22.2 If a holiday falls within the period of the employee's scheduled vacation, the vacation will be extended to compensate for the holiday.

22.3 Part time employees shall not be entitled to holiday pay.

ARTICLE XXIII - SICK LEAVE

The Board and the Association agree that the 1987-1990 contract language regarding sick leave shall be in effect for the 1990-1991 year of this contract. Beginning September 1, 1991, the following language shall have full force and effect.

23.1 Accumulated Sick Leave. Employees may utilize sick leave and receive normal pay for personal illness to the extent of accumulated sick leave. An employee absence form shall be filled out and signed by the employee certifying that the absence conforms to the language and intent of this contract.

Employees shall earn 1.2 sick leave days on the first day of each month of employment, accumulative to a maximum of 90 days.

23.2 Continuation of Fringe Benefits. The Employer agrees to continue the fringe benefits of the employee while under a Worker's Compensation claim for 365 days. Absence due to injury or disease compensable under Worker's Compensation laws shall not count against sick time.

23.3 Use of Sick Leave. Sick leave shall be used for the following reasons:

- A) Personal Illness. The employee may use all or any portion of his/her accumulated sick leave to recover from his/her own illness or disability, which shall include in part, all disabilities caused by or contributed by pregnancy. Upon accumulation of 3 days in succession, the Employer shall have the right to request proof of illness from a doctor. If, in the Employer's opinion, the employee is inappropriately using sick leave, the Employer shall have the right to have the employee submit proof of illness from a doctor.
- B) Illness-Immediate Family. The employee may use up to 5 days per year of his/her accumulated sick leave to care for a member of his/her immediate family. Immediate family in this instance shall be defined as children and spouse and other persons residing in the household for an extended period of time and who are dependent upon the employee. If additional time is needed due to special circumstance(s), the employee may request additional days.
- C) Medical Care Arrangements. The employee may use up to 5 days of his/her accumulated sick leave to make arrangements for medical care or nursing care of his/her immediate family. Immediate family in this instance is defined as husband, wife, brother, sister, children, father, mother, father-in-law, mother-in-law, grandchildren, grandparents, and grandparents-in-law or other persons living in the employee's immediate household for an extended period of time and who is dependent upon the employee.

23.4 Leave of Absence without pay. An employee who is unable to work because of illness or disability and who has exhausted all accumulated sick leave, may upon application, be granted a leave of absence without pay for the duration of such illness or disability up to one year. The Employer agrees to continue to provide the health insurance benefits for the employee for the first 30 days of the leave.

23.5 Presentation of Health Certificate. An employee may be required to present a certificate showing that she/he is in good mental or physical health. The cost of said exam, when required by the Employer, will be paid by the Employer when the doctor is selected by the Employer.

ARTICLE XXIV - OTHER PAID LEAVES

24.1 Personal Business Leave:

1. Full year employees will be given credit at the beginning of each school year for three (3) personal business leave days.
2. Regularly employed school year employees will be given credit at the beginning of each school year for two (2) personal business leave days.
3. Personal business leave days are not accumulative.
4. Probationary employees shall be given credit for personal business days at the end of their probationary period.

24.2 Personal leave days shall be granted with the approval of the Employer, and shall be used for business which cannot be accomplished outside the normal work day. Personal business leave shall not be used for recreational activities or shopping.

24.3 Personal Business Leave Conditions:

1. Personal leave requests shall normally be provided to the Employer two (2) days before the date of the leave. The Employer agrees to grant requests on less notice, if proper arrangements can be made.
2. No business leave day shall be taken on a work day immediately before or after a holiday or vacation period, except in emergencies and then on an individual basis at the sole discretion of the Employer through the employee's immediate supervisor.
3. The employee shall deliver a signed business leave form certifying that the requested business leave day conforms to the language and intent of this Agreement.

24.4 Bereavement Days. Employees shall be allowed to use up to three (3) days for death of immediate family members as defined as follows: husband, wife, father, mother, brother, sister, children, grandchildren, grandparents, grandparents-in-law, father-in-law, mother-in-law, grandparents or any other person living in the immediate household for an extended period of time and who is dependent upon the employee.

24.5 Any bargaining unit member called for Jury Duty, or who is subpoenaed to testify during work hours in a judicial matter shall be paid his/her compensation minus the amount paid by the court, not to include expenses.

24.6 Testifying for the Association. Bargaining unit members who participate in arbitration or fact-finding hearings on behalf of the Association shall do so without loss of pay. The Employer and the Association shall divide equally the cost of the substitute, if in fact a substitute is employed. This section shall be null and void if a work stoppage is in effect at the time of the arbitration or fact finding.

ARTICLE XXV - UNPAID LEAVES OF ABSENCE

25.1 Leave of absence without pay or benefits up to two (2) years in duration may be granted upon written request from a bargaining unit member.

During said leave, seniority shall not accumulate. The Board will make every attempt to place the bargaining unit member in the same or similar position and classification upon returning from the leave of absence.

25.2 The bargaining unit member shall return on the pay schedule at the appropriate step based on experience accumulated prior to beginning the leave.

25.3 The bargaining unit member will notify the Employer of his intent to return to work no less than 60 days prior to the ending date of leave. Failure of timely written notice will forfeit bargaining unit members right to the position.

ARTICLE XVI - EXTERNALLY FUNDED PROGRAMS

26.1 The parties further agree that it is not their intent to replace or displace through the use of CETA funds and/or funds provided through other State or Federal programs, either in whole or in part, in any way, currently employed bargaining unit members employed on the effective date of the Agreement, or to cause the loss of work or wages or employment benefits of the same.

ARTICLE XVII - EVALUATION

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

Evaluation shall be understood to be a continual process which takes place formally and informally in regard to the overall performance of the bargaining unit member.

Any informal observation which may be deemed by the Employer to be of a sub-standard performance level shall be brought to the attention of the employee within two (2) employee working days.

27.2 Formal evaluations shall be conducted on probationary employees a minimum of once during the probationary period. The bargaining unit member will be given through his/her job description basic criteria upon which he/she will be evaluated.

Bargaining unit members who are not probationary employees shall be formally evaluated a minimum of one time per school year.

All formal evaluations shall be by the bargaining unit member's immediate supervisor.

27.3 All evaluations shall be reduced to writing and a copy given to the bargaining unit member within ten (10) days of the 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.

27.4 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.

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.

27.5 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 Association.

27.6 The evaluation document shall be in a narrative form based on the job description.

ARTICLE XXVIII - DURATION OF AGREEMENT

The provisions of this Agreement shall be effective September 1, 1990 and remain in effect until August 31, 1993.

IN WITNESS WHEREOF, the parties have hereunto set their hands this 4th day of March, 1991.

NORTHERN MICHIGAN EDUCATIONAL
ASSOCIATION/MEA/NEA

By *David L. Bennett*
President

By *Dave Bowers*
NMEA Staff Director

By *Tom V. Browniz*
Chief Spokesperson

By *Tom Nansen*
Chair, Negotiating Committee

By *Raymond L. Beard*
Negotiations Committee Member

By *Peter Hansen*
Negotiations Committee Member

By *Alepek L. Brown*
Negotiations Committee Member

BUCKLEY COMMUNITY SCHOOL
BOARD OF EDUCATION

By *William H. Studdard*
President

By *Sandra Wilson*
Vice-President

By *Elmer D. Sweeney*
Secretary

By *Judy Wilson*
Treasurer

By *Gary Griffin*
Trustee

By *James Spokes*
Trustee

By *William J. Huber*
Trustee

ARTICLE XXIX - SCHOOL IMPROVEMENT

The parties agree that should the requirements placed on the Employer by Public Act 25 cause working conditions or contractual obligations by either party to be affected resulting in a change in working conditions that at the request of either party negotiations will commence to seek a mutually agreeable resolution to the affected condition.

APPENDIX A

I. CLASSIFICATIONS

Probationary salary of 90% of step from start of employment to end of probation. At the end of probation, employee moves to salary schedule rate.

Horizontal movement occurs yearly on the contract's anniversary date.

	1990-91	1991-92	1992-93
Maintenance	9.79	10.42	11.10
Custodians	8.06	8.55	9.10
Paraprofessionals	7.38	7.86	8.37
Food Service	8.29	8.83	9.40
Mechanic	9.25	9.86	10.50
Bus Drivers	8.56	9.12	9.71
Multi-Level *	8.45	9.00	9.58
Secretary **	8.56	9.12	9.71

* Lynn Beeman's work year shall commence one week before start of school and end one week after the end of the school year. Christmas and spring vacations not required to work.

** Work year of two weeks before school starts through two weeks after school ends.

II. SEVERANCE

A bargaining unit member who resigns from employment shall receive a payment equal to the employee's regular daily rate of pay times one-fourth (1/4) of his/her days of accumulated sick leave.

SPECIAL PROVISIONAL CONDITIONS

- A. Employees who work in more than one classification will be paid the prevailing rate for each classification in which they are employed times the number of hours worked.
- B. The group leader of the night time custodians shall be paid an additional .25 per hour for added responsibility.
- C. The bargaining unit member responsible for calling substitutes shall have the duty day adjusted to include such in the regular work day.

III. INSURANCE

- A. Employee eligibility for insurance is based upon acceptance of the written application by the insurance provider.
- B. Enrollment for health care insurance will only be accepted by the insurance company during the established open enrollment period of each year, or for new employees within thirty (30) days from the date of eligibility.
- C. Responsibility for enrollment in the program(s) rests with the employee.
- D. MESSA SUPER CARE I with Board paid deductible and prescription co-pay.
- E. Employees shall notify the Superintendent within 30 days of any dependent status changes. If an employee fails to notify the Superintendent, and as a result of the employee's negligence, when the number of dependents are reduced (if no longer eligible for coverage), the employee shall assume the responsibility of repaying the Employer for any overpayment made on a policy in excess of what the employee is entitled to receive.
- F. The Employer shall pay health care insurance premiums to include full family coverage for all full year time employees, but double equivalent coverage by an employee and his/her spouse shall not be permitted. Said coverage shall be for a 12 month period.
- G. The Employer shall pay 60/60/60 Delta Dental care, (with orthodontic rider) or a program substantially the same provided by a carrier mutually agreed upon by the Association and the Employer. Said program shall include internal and external coordination of benefits for all full year employees.
- H. Part-time permanent employees may, at their own expense and upon both application and acceptance by the carrier, participate in the existing health and dental insurance programs made available by the Employer.
- I. Present employees shall retain their existing insurance benefits.
- J. Full-time employees not needing health insurance shall receive \$100 per month to be placed in an annuity of their choice or to purchase any non-taxable MESSA or MEA Financial Services options effective the month the insurance change goes into effect.

III. OTHER PROVISIONS

- A. Employees who are required in the course of their work to drive personal vehicles (car, truck) shall receive the prevailing school district car allowance per mile. The current rate is .21 per mile, and will not be less than this amount.

An employee who drive his/her personal vehicles in the regular course of their job, as requested by the Employer, will be paid \$450 per year for the use of their vehicle, including gas and oil. This yearly rate shall be paid in lieu of the per mile allowance.

- B. On trips of four (4) or more hours duration that cause the bus driver to miss his/her normal meal(s), the driver may purchase said meal and will be reimbursed the cost of the meal(s) at the following rates:

Breakfast	\$4.00
Lunch	\$6.00
Dinner	\$8.00

The driver must provide the district with a receipt for the meal purchased before reimbursement will be made.

- C. All bargaining unit members shall be paid every two weeks for the base hours they have worked, plus any overtime during the present pay period and identified on the Employee's time card.
- D. No bus driver shall drop off students other than at the assigned address without written authorization by an administrator.
- E. Bus drivers shall be paid a minimum of 2 hours per run for a local run within the district.

Other runs are to be considered special runs. Special runs may be added to the local run with 15 extra minutes added at no additional cost to the Employer. Such special runs of more than 15 minutes shall be compensated in half hour increments. All other special runs will be paid a two hour minimum. Time over 2 hours will be compensated in half hour increments.

IV. ENTIRE AGREEMENT

Any amendment or Agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.