

*Between the Bay-Arenac ISD Board of Education  
and the Bay-Arenac ISD Education Support  
Personnel Association/MEA/NEA (MESPA)*

# AGREEMENT

2011-2013



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## **PREAMBLE**

This Agreement is entered into, effective May 16, 2011, by and between Bay-Arenac ISD, in the County of Bay, Michigan, hereinafter called the "Board," and the Michigan Education Association, hereinafter called the "Union," or "Association," through its local affiliate, the Bay-Arenac ESPA. The signatories shall be the sole parties to this Agreement.

**WHEREAS**, the Board has a statutory obligation, pursuant to the Public Employment Relations Act, Act 336 of the Public Acts of 1947, as amended, to bargain with the Union as the representative of its employees with respect to hours, wages, terms and conditions of employment and,

**THEREFORE**, in consideration of the following mutual covenants, the parties hereby agree as follows:

## **ARTICLE I** **RECOGNITION**

Pursuant to and in accordance with all applicable provisions of Act 336 of the Public Acts of 1947, as amended, the Board does hereby recognize the Association as the sole and exclusive representative for the purpose of bargaining in respect to wages, hours and working conditions, during the term of this Agreement, for those employees classified as instructional support staff and bus drivers, who are assigned to the Bay-Arenac ISD programs as certified by the Michigan Employment Relations Commission.

The term "employee" when used in this agreement shall refer to all employees represented by the Union in the bargaining unit.

## **ARTICLE II** **RIGHTS OF THE ASSOCIATION**

Pursuant to Act 336 of the Public acts of 1947, the Board hereby agrees that employees covered by this Agreement shall have the right to freely support the Association for the purpose of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection. As a duly-elected body exercising governmental power under the cover of law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by Act 336 or other laws of Michigan or the Constitutions of Michigan and the United States that it will not discriminate against any employee with respect to hours, wages or any terms or conditions of employment by reason of their membership in the Association, their participation in any lawful activities of the Association or collective negotiations with the Board or their institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

The Board shall not enter into an individual contract with a member of the Bargaining Unit during the term of this Agreement.

Upon obtaining the approval of the Superintendent/Designee in advance, the Association and its representatives shall have permission to use office facilities and equipment without charge when such equipment is not otherwise in use. Any damage to equipment while being so used will be paid for by the Association.

The private and personal life of any employee, including their religious or political activities shall not be grounds for any discipline or discrimination with respect to the employee's employment.

The Association has the right to information necessary to carry on collective bargaining and to administer the master

Agreement. Original records may be examined only at the offices of the Bay-Arenac ISD.

When the Superintendent/Designee deems it advisable, he/she will advise the Association of any new or modified fiscal, budgetary or tax programs, construction programs, or major revisions in educational policy, which are proposed or under consideration, and the Association shall be given the opportunity to react with respect to said matters prior to their adoption and/or general publication.

Leave of absence with the maximum of five (5) days per year may be granted to the bargaining unit to conduct union business. Requests for these days will be made three (3) working days prior to the start of leave. The request for these days will be made by the Association President or his/her designee with additional days at the discretion of the Superintendent or his/her designee.

Discipline:

- A. An employee may request to have present one representative of the Association when he/she is being disciplined or discharged for any infraction or delinquency in professional performance. When a request for such representation is made, no action shall be taken with respect to the employee until such representative of the Association is present.
- B. Any disciplinary investigation must commence within seven (7) calendar days after the allowed infraction or delinquency is known by the Superintendent or his/her Designee. The District will immediately inform the affected employee(s) of the investigation and schedule a meeting with the Association and employee(s) within fourteen (14) calendar days of beginning of the investigation.
- C. The discipline process will follow the administrative guideline and procedures established by the Board of Education July, 1996. Any changes by the Board to the policy will be subject to negotiation during the term of this agreement.

### **ARTICLE III** **MANAGEMENT RIGHTS CLAUSE**

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, the right:

1. To hire all employees and subject to the provisions of law, to determine those qualifications not determined by the State Department of Education and the conditions for their continued employment or their dismissal or demotion; and to promote and transfer all such employees.
2. To determine work schedules, the hours of instruction, and the duties, responsibilities, and assignments of employees with respect thereto, and the terms and conditions of employment.
3. It is further recognized that the exercise of said powers, rights, authority, duties and responsibilities by the Board and the adoption of policies, rules, and regulations shall be limited by the specific and express terms of this agreement.

**ARTICLE IV**  
**GRIEVANCE PROCEDURES**

- A. A grievance is a complaint alleging violation of a specific article and section of the Agreement. Both parties agree that the grievance proceedings shall be kept as confidential as may be appropriate at any level of such procedure and that the primary purpose of such procedures is to secure at the lowest level possible equitable solutions to the problems of the parties. The aggrieved may choose to have a representative of the Association or a person chosen by the Association present at any or all of the grievance procedures and either party may request the decision in writing at any level.

Level One: Discussion with immediate supervisor in the hope of resolving the matter.

Level Two: Discussion with the Association representative to see if they concur that a grievance exists.

Level Three: A written signed grievance must be filed within 10 school days after it arises stating the nature of the grievance, the article and section of the Agreement allegedly violated and the remedy requested. The grievance shall be discussed with their immediate supervisor and a decision rendered within 5 school days.

Level Four: If this decision is not satisfactory, the aggrieved person may file the grievance with the Deputy Superintendent in writing and a decision will be rendered in writing within 5 school days.

Level Five: If this decision is not satisfactory, the aggrieved person may file the grievance with the Board in writing at least one week prior to the next regular Board meeting. The Board shall place said grievance on the agenda of its next regular meeting at which time the aggrieved person will be given an opportunity to be heard. The Board shall render its decision in writing within 5 school days.

Level Six: If the decision of the Board is not satisfactory to the Association, the grievance may be submitted to a third party selected by the Board and the Association. The said third party shall submit his/her recommendation in writing to both parties, which will not be binding on either party. The Board shall review their decision made at Level 5. The fees and expenses, if any, of a third party shall be shared jointly by the Board and the Association.

- B. Forms for filing and processing grievances shall be designed cooperatively by the Association or its representatives and the Board or its representatives and shall be prepared and given appropriate distribution so as to facilitate the operation of the grievance procedure.
- C. The employee retains the right to withdraw grievances at any level without prejudice.
- D. Information necessary to the determination and processing of the grievance shall be provided by the administration.
- E. The number of days indicated in each level as set forth above is considered to be a maximum, and the failure of the employee to proceed to the next step of the grievance procedure within the time limits as set forth shall be an acceptance of the decision previously rendered and shall constitute a waiver of any future appeal concerning the particular grievance. The failure of an administrator, at any step, to communicate their decision to the employee within the specified time limits shall permit the employee to proceed to the next step. All time limits may be extended by mutual agreement in writing.
- F. It shall be the practice of both parties to process grievance procedures during times which do not interfere with assigned duties, if possible.
- G. There shall be no reprisal of any kind by administrative personnel taken against any part in interest or their

association representative, any member of grievance committee, or any other participant in the procedure set forth herein by reason of such participation.

## **ARTICLE V**

### **CONDITIONS OF EMPLOYMENT**

- A. Bay-Arenac ISD Employees covered by this Agreement shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety or well being.
- B. Applicants with previous experience may be allowed credit for such experience at the discretion of the Superintendent/Designee.
- C. In order for employees to move to the next step on the salary schedule they must be employed at the previous salary step six (6) months prior to June 30th. All subsequent salary increases will become effective July 1.
- D. Normal working hours for current Instructional Support Staff will be a minimum of 7.25 hours per day. Instructional Support Staff shall be paid an additional one-half hour if they are on duty or if they are on call for duty. At the beginning of each school year, the Supervisors shall determine the lunch duty status (on duty, on call for duty, or not on duty/not on call for duty) for each Instructional Support Staff position and shall give written notification to their respective Instructional Support Staff of the lunch duty status of his/her position. Unless the Instructional Support Staff's assignment is changed to a position that has a different lunch duty status, the Instructional Support Staff's lunch duty status shall remain the same for the entire school year.
- E. All current Instructional Support Staff will work a minimum 175 days. In districts that have fewer student days, bargaining unit member's schedules will be adjusted to the district schedule. Life insurance and hospitalization will be paid during July and August for employees planning to return in September.  
  
All Instructional Support Staff hired after July 1, 2007, shall be hired at the new hire rate and their work schedule will be determined by the administration. The hours worked shall not exceed current Instructional Support Staff.
- F. All summer Instructional Support Staff positions shall be posted. Any mandated position(s) will be posted at a minimum of seven (7) hours per day. Those Instructional Support Staff identified in Appendix C will be offered a minimum of seven (7) hours per day and shall have first priority in filling a posted summer position. Any vacancies remaining shall be filled on a district-wide seniority basis. In the event there are fewer summer positions than available staff, as identified in Appendix C, seniority as established in Appendix C shall be used to fill the posted summer positions. Employees wishing to substitute in summer programs need to put their name on a summer substitute list. Employees on the list will be called to substitute in order of seniority. Employees are responsible for making the appropriate changes in the substitute management system for the summer programs. The rate of pay for the summer positions, including subbed positions filled by Instructional Support Staff, shall be at the Instructional Support Staff's hourly rate.
- G. Employees will be paid for legal holidays which occur during their work year and, in addition, the last working day prior to Christmas, the Friday following Thanksgiving, all day Good Friday, and New Year's Eve should it fall on a working day. The legal holidays are New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.
- H. The Board will provide adequate facilities and the student class loads in keeping with the best educational practices possible.
- I. The Administration shall be responsible to have job descriptions for employees.
- J. An Instructional Support Staff Person shall be under the direct supervision of a teacher.

K. Employees shall be made members of the retirement system as required by law.

**ARTICLE VI**  
**INCLEMENT WEATHER**

When conditions not within the control of school authorities causes constituent districts or ISD special education facilities to close, bargaining unit employees serving or assigned to the programs housed in those district(s) or ISD buildings shall not report to work. Such employees shall receive their regular pay on their normal pay dates as an advanced payment for services that may be performed on the rescheduled days/hours.

In the event student instruction day(s)/hours in the constituent district's center programs operated by BAISD or in center programs housed at ISD facilities are required by Michigan State Law to be rescheduled because of district closings caused by conditions not within the control of school authorities, only those ISD employees affected by the rescheduling shall report to their respective assignments on the rescheduled days but shall not receive additional pay for the rescheduled day(s).

**ARTICLE VII**  
**PAYROLL DEDUCTION**

A. All employees of the Board who are members of the Bargaining Unit after October 1, 1986 shall, as a condition of employment, become members of the Union or shall pay a service fee equivalent to the amount of dues uniformly required of members of the union.

All of the above employees shall sign and deliver to the Board an assignment authorizing deduction of membership dues in the Union and its affiliates as determined by the Union. Such authorization shall continue in effect from year to year unless revoked according to the procedures outlined in the Constitution and By-laws. Pursuant to such authorization, the Board 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.

B. The Board agrees to promptly remit to the Union all sums deducted pursuant to authorization of the employee for dues or service fees. The Union agrees to furnish the Board any information needed by the Board to fulfill the provisions of this section and not otherwise available to the Board.

C. The Board shall deduct from the pay of each employee from whom it receives authorization to do so and make appropriate remittance for credit union, savings bonds, annuities, dues or service fees, United Fund, insurance programs, or any other plans approved by the Board.

**ARTICLE VIII**  
**SENIORITY**

“Seniority” shall be defined as the length of a bargaining unit member’s continuous employment in this bargaining unit from the employee’s initial date of hire.

Time spent on layoff or unpaid leave of absence shall not accumulate as service time for seniority purposes. However, accrued seniority shall be retained, subject to ¶C of this Article.

A. New employees shall be on probation during the first sixty (60) working days, during which period they have no seniority and may be discharged by the Board without assigning any cause thereof. Probationary employees who are laid off or discharged shall not have recourse to the terms of this agreement. Upon

completion of the probationary period, their names shall be placed on the seniority list as of the date they were hired.

- B. The employee's seniority date shall not automatically determine the employee's placement on the salary schedule.
- C. Seniority shall be terminated for the following reasons:
  - 1. The employee quits.
  - 2. The employee is discharged.
  - 3. The employee is laid off for a continuous period equal to the seniority he/she had acquired at the time of layoff.
  - 4. The employee retires.
  - 5. The employee fails to return from layoff or leave of absence within five (5) working days after receipt of the recall notice or expiration of leave.
- D. A current member who is transferred to a position with the Board that is not covered by the terms and conditions of this Agreement shall continue to retain seniority accrued to the date of transfer, and shall be entitled to restoration of previously accrued seniority upon return to the bargaining unit.
- E. The Board shall annually prepare and maintain a seniority roster showing the length of service of each bargaining unit member. The roster shall contain the employee's name and date of hire. A copy of the list shall be furnished the Union President not later than October 1 annually. If no objections are received within twenty (20) days thereafter as to the accuracy of the seniority list, the Board's list shall be regarded as conclusive. In the event more than one bargaining unit member has the same length of service, seniority placement on the list shall be determined by draw.
- F. Laid-off or discharged probationary employees shall not have recourse to the terms of the Agreement for matter of lay-off or discharge.

## **ARTICLE IX**

### **REDUCTION AND RECALL**

If the Board determines to reduce and/or recall employees, the following procedure shall be used:

- A. Employees shall be laid off according to seniority within classification.
- B. Employees shall be recalled in the inverse order of layoff within classification.
- C. Employees shall be given fourteen (14) calendar days' advance notification of the impending layoff.
- D. Employees shall retain recall rights equal to the seniority, within classification, acquired prior to layoff.
- E. An employee who is laid off may bump into another classification providing he/she has the seniority and necessary qualifications.



**ARTICLE X**  
**VACANCIES AND PROMOTIONS**

- A. A vacancy shall be defined as a newly created position represented by the Association in this bargaining unit or a present position represented by the Association in this bargaining unit which position becomes vacant by reason of the permanent separation (resignation, death, discharge) of the bargaining unit member formerly in said position.

A temporary vacancy shall be defined as a present position within the bargaining unit in which the incumbent employee has been absent for 30 or more work days but which does not exceed 180 work days. If the incumbent employee does not return from leave after 180 days, the "temporary" vacancy would become "permanent" and posted for bidding purposes.

- B. Posting of Vacancies: It is the intent of the parties to post and fill vacancies. Whenever a vacancy shall occur, the Board shall publicize same by posting such a position. The notice shall contain a job description, qualifications, and proposed salary. Fifteen (15) calendar days' notice shall be given before such vacancies shall be filled. The administration shall publish such vacant positions at the work site, and on the ISD Web Site. When a vacancy occurs, the Association President and Vice-President shall be notified of such vacancy by mail.

Bargaining unit vacancies not filled within thirty (30) calendar days will be reported to the Association.

- C. Filling a Vacancy: After the expiration of the posting period the Board may fill the position by transfer of an employee by awarding the position to another applicant. In making the decision to award the position to an applicant, the Board will consider the educational qualifications, skills, abilities, and experience of the applicants including the length of service at Bay-Arenac ISD and other relevant factors. The applicant selected shall be notified of his/her selection and the time and place to report for work. The Board reserves the right to make the final assignment.
- D. Transfers/Signing for Vacancies: Any Bargaining Unit Member may apply for a vacant bargaining unit position after the satisfactory completion of the sixty (60) working day probationary period. Application is made through the Bay-Arenac ISD web based job application system. The bargaining unit member shall remain in any position to which he/she has transferred for a period of six months or the end of the fiscal year before being eligible to apply for another position unless conditions prevail where a change would be in the best interest of the Board and the Bargaining Unit Member.

**ARTICLE XI**  
**EMPLOYEE EVALUATION**

- A. Each employee shall have the right upon request to review the contents of his/her own personnel file.
- B. All monitoring or observation of the work of the employee shall be conducted openly and by their supervisor.
- C. Criteria for evaluation of employees shall be written by the Administration after consultation with the Association.
- D. A copy of the evaluation form and a statement as to how it will be used will be made available to each employee, prior to any evaluation.

The following statement will be attached to the employee's evaluation for their signature:

*It is understood that my signature attests to the fact that I have seen this document and not necessarily that I agree with its contents.*

---

*Employee's Signature*

- E. The employee may place a statement of disagreement in his/her personnel file.
- F. Evaluations shall explain ways to improve on areas of difficulties. Another evaluation shall then be given and improvements in areas and difficulties discussed.
- G. At a minimum, employee evaluations occur annually for the first three (3) years of employment and then every three (3) years thereafter. The administration retains the right to evaluate employees on a more frequent basis.

**ARTICLE XII**  
**HOURS OF WORK**

- A. All employees shall receive two (2) fifteen minute relief periods during the work day.
- B. The Board shall pay employees time and one-half (1-1/2) for all hours worked beyond forty (40) hours in one week.
- C. Employees shall have the choice of 21 or 26 pay periods.

**ARTICLE XIII**  
**WORKING CONDITIONS**

- A. The Board will provide legal counsel and render assistance to an employee in his/her defense in any instance where the employee, while on the job, is complained against, assaulted or sued by reason of his/her actions, provided the employee's actions were not willfully negligent or malicious. Time lost by an employee in connection with any incident mentioned above shall not be charged against the employee's sick leave, even though the regular gross earnings shall be maintained.
- B. No employee shall be required to give or supervise the administration of medication without proper training. Any employee required to provide such service in the course of their assignment will be covered under the District's liability policies.
- C. Employees who work at least thirty (30) hours a week, shall be considered full time employees.
- D. An employee shall be entitled to have a Union representative present during any disciplinary action.
- E. An employee shall have the right to review, upon request, the contents of his/her own personnel file, excluding pre-employment data. Each employee may have a representative of the Union accompany him/her in such review. The review will be made in the presence of the administrator responsible for the safekeeping of such file.
- F. An employee shall have the right to submit a written notation regarding any material in the personnel file and have it attached to the materials.
- G. The signature of an employee upon any material placed in his/her personnel file merely indicates his/her

awareness of the material placed in his/her file.

**ARTICLE XIV**  
**VACATIONS AND-INSURANCE**

- A. Bargaining unit members who have worked as 48-week employees and are on the seniority list identified in Appendix C, shall be grand fathered the following vacation benefits: Forty-eight week employees shall be entitled to two weeks paid vacation per year. Beginning the sixth year of employment they would earn one (1) day each year with a maximum of fifteen (15) days. These vacation days shall be taken during the non-student days as defined by the Bay-Arenac ISD school calendar or with approval of the Superintendent or his/her Designee.
- B. The Board shall make premium payments on behalf of the employee and his/her dependents toward group life insurance protection in the amount of \$25,000.00 that will be paid to the employee's designated beneficiary. In the event of accidental death, the insurance will double the specified amount. Any employee shall be eligible for the \$25,000.00 group term package who is employed on full school year basis.
- C. The Board will provide Dental Coverage for employee, spouse, and dependent children through self-funding for the duration of the current contract. Benefit specifications are:
- |               |  |         |
|---------------|--|---------|
| Type I        | Preventive Services                              |         |
|               | Percentage                                       | 70%     |
|               | Annual Deductible Amount                         | \$-0-   |
|               | Incentive Plan Increments                        | 10% *   |
|               | • 10% each succeeding benefit year not to exceed | 100%    |
| Type II       | Restorative and Replacement                      |         |
|               | Percentage                                       | 70%     |
|               | Annual Deductible Amount                         | \$-0-   |
| Type III      | Orthodontia Services                             |         |
|               | Percentage                                       | 70%     |
|               | Lifetime Deductible Amount                       | \$-0-   |
| Type I and II | Services   |         |
|               | Maximum Annual Benefit per Covered Member        | \$1,000 |
| Type III      | Services   |         |
|               | Maximum Lifetime Benefit per Covered Member      | \$1,500 |
- D. The Board shall contribute toward health care protection for the employee, employee's spouse and children up to age 26 through the Bay-Arenac ISD Health Plan. Bargaining unit members who are eligible and who enroll for health care protection will be enrolled in the Bay-Arenac ISD Health Plan, subject to the rules and policies of the third party administrator, carrier, underwriter and non-profit health care corporation.

Plan benefits will be described in the Summary of Plan Description. Employees shall have a \$5.00 prescription co-pay for generic drugs, a \$20.00 co-pay for formulary drugs, and a \$40.00 co-pay for non-formulary drugs whether dispensed at a retail pharmacy or mail order. The benefit will not include provisions for Dispensed as Written.

Medications prescribed on a long term basis (3 months or more) to treat chronic conditions shall be purchased through mail order after the third (3<sup>rd</sup>) fill. All retail pharmacy prescription fills after the 3<sup>rd</sup> shall have a co-payment of 100%.

The impact of any alterations to the Bay-Arenac ISD Health Plan specifications which are required by action of an administrative agency, order of a court, legislative enactment or by decisions of the underwriter, carrier, third party administrator, or non-profit health care corporation will be subject to bargaining if so required by either the Board or the Association.

The health care plan specifications set forth in the Article shall not include coverage for services which the Board is prohibited from funding under Section 166d of the State School Aid Act or its successor provision.

Full-time employees who work thirty (30) hours each week on a regularly scheduled basis shall be eligible for the fringe benefits provided in this Article per the following:

1. All employees who work 20 hours or more on a regularly scheduled basis shall be eligible for a pro-rata portion of all fringe benefits including hospitalization for full family. The bargaining unit member electing such coverage is responsible for payment of the remaining premium amounts. During the term of this agreement, the Board's contribution toward bargaining unit member's health care shall not exceed \$16,800. Bargaining unit members shall contribute to the cost of the Bay-Arenac ISD Health Plan in excess of \$16,800. The Board shall have the right to make deduction of such amounts from the bargaining unit member's wages.

E. Cash In Lieu of Health Plan: If one (1) to two (2) employees elect the "cash option" in lieu of health benefits, the Board shall pay \$100/month, if three (3) to four (4) employees elect the "cash option" in lieu of health benefits, the Board shall pay \$200/month, and if five (5) or more employees elect the "cash option" in lieu of health benefits, the Board shall pay \$300/month toward the following cash option provided through the District's Section 125 Plan: cash, group term life, loss of time, and Board approved annuity. The number of employees shall be determined by census at the end of the enrollment period and paid in the first payroll in January.

F. A self-funded Vision care plan will be provided for employee, spouse and dependent children. Benefit specifications are:

Complete Vision Examination (maximum allowed)	\$48.00
Single Vision Prescription (maximum per pair of lenses)	63.00
Bifocal Prescription (maximum per pair of lenses)	72.00
Trifocal Prescription (maximum per pair of lenses)	90.00
Lenticular Prescription (maximum per pair of lenses)	108.00
Frames (maximum per standard set)	50.00
Contact Lens Prescription (maximum per pair of lenses)	150.00

G. In the event that an employee, absent because of illness or injury, has exhausted sick leave accrual, the above mentioned fringe benefits shall continue throughout the balance of the school year.

H. Coverage will begin July 1, or at the start date of employment for new employees, whichever is later, and continue through June 30, of the year employed except as noted in ¶L.

I. In the event of layoff, an employee's life, hospitalization/medical insurance shall be continued at the Board's expense for a period of one (1) month from the end of the month in which the employee last worked. Hospital/medical benefits provided in this paragraph will be provided to the extent allowed by COBRA. Subject to the limitations of the insurance carrier, employees on layoff may pay the life, hospitalization/medical insurance premiums to the Board prior to the premium date. The Board shall make premium payments on behalf of the employee and eligible dependents upon the employee's return to work from layoff for enrollment in insurance plans or programs for which the employee may be eligible under the terms of the collective bargaining agreement. Enrollment or claim decisions are ultimately made by the insurance carrier.

- J. In the event an employee is dismissed or resigns, the Board paid insurance premium contribution will terminate at the end of the last month in which the employee was employed.
- K. Absence in cases involving compensation under Workers Disability Compensation Act shall be charged against a bargaining unit member's accumulated sick leave days at his/her option only to the extent necessary to maintain his/her take home pay.
- L. In the event an employee retires from Bay-Arenac ISD at the end of the school year, and is eligible to receive pension benefits from MPERS, and applies to receive benefits at the time of his/her resignation from BAISD, the Board shall make the Board's portion of the premium payments on behalf of the employee, spouse, and dependent children for July and August.

**ARTICLE XV**  
**SICK LEAVE AND LEAVES OF ABSENCE**

**SICK LEAVE:** Sick leave with pay shall be granted in case of severe illness to the employee, spouse or dependent children.

- A. All employees shall be entitled to one (1) day of sick leave for every completed month of employment, two (2) of which may be used for personal days. Beginning with the third (3<sup>rd</sup>) year of employment, employees shall receive twelve (12) paid sick days per year, two (2) of which may be used for personal days, to be available July 1 of each contract year, accumulative to ninety (90) days. A reconciliation of each sick leave account will be made on July 1 of each year.

The employee will be paid \$20.00 per day, for a maximum of ten (10) days (\$200.00) for any unused sick leave time over and above the 90 days accumulation. This payment will be made during the month of July in each fiscal year.

The Board shall compensate employees who have accrued less than 90 days \$100.00 as a perfect attendance incentive provided the employee has no absences (excluding personal business days) during the school year.

1. Upon depletion of his/her sick leave an employee may apply to the Board for a supplemental leave.
2. When sick, an employee is to notify his/her immediate supervisor as early as possible on the day they become sick and these days are to be reported on the bi-weekly paysheet.
3. The Superintendent or his/her Designee may require a doctor's statement for any or all sick days used if abuse is suspected.
4. The sick leave register shall be available to designated representatives of the Association.
5. In the case of serious illness or injury to the employee's spouse children, mother or father to a maximum of six (6) days a year. The Superintendent or his/her Designee may grant additional days if it deems appropriate.
6. Upon retirement under Michigan Public School Employees' Retirement System, the employee will receive termination pay of \$20.00 per day for all days unused sick leave.

- B. Personal business days may be taken only upon the approval of the Superintendent/Designee.

**LEAVES OF ABSENCE WITH PAY, NOT CHARGEABLE AGAINST SICK LEAVE ALLOWANCE:**

- A. Up to three (3) days leave will be granted in case of the death of employee's spouse, children, employee's parents, brothers or sisters, grandparents or grandchildren, spouse's parents, brother-in-law, sister-in-law, grandparents or grandchildren.
- B. To take a selective service exam.
- C. The Superintendent or his/her Designee shall determine the justification for leave with pay for any required appearance in a legal proceeding connected with the employee's employment.

**LEAVES OF ABSENCE WITHOUT PAY:**

- A. Maternity leave of up to one year shall be granted without pay. An employee returning from leave provided for in this paragraph shall be placed on the next step of the salary schedule from which the employee went on leave. Upon request the leave may be renewed for one additional year.
- B. Any employee whose illness extends beyond the employee's accumulated sick leave shall be granted a leave of absence without pay until the employee is completely recovered from his/her illness. Upon return from such leave, an attempt will be made to reassign them to the same position (or one substantially equivalent) from which they left.

**FAMILY MEDICAL LEAVE (FMLA) LEAVES:**

- A. The District agrees to follow the provisions of the Family Medical Leave Act of 1993 (FMLA).
- B. The twelve week allowance referred to in the FMLA will be based on July 1<sup>st</sup> to the following June 30<sup>th</sup> of each year.
- C. As prescribed and required by the FMLA, the District will provide insurance benefits as per Article V of this Agreement.
- D. If an employee does not return to work after the leave, any co-payment for fringe benefits owed the District shall be deducted from any severance pay the employee is entitled to.
- E. Before allowing any leaves for medical purposes under FMLA, the District may require the employee to obtain a second and/or third medical opinion or provide any necessary documentation of the need for such a leave from a District appointed physician. Any second or third opinion will be paid for by the District, if not covered by insurance.
- F. Any paid leave provided for in the Master Agreement shall count toward the 12 week period provided for in the FMLA. Any paid leave provided for under the Master Agreement must be exhausted before the employee is eligible for an unpaid leave (to a combined maximum of 12 weeks as per the FMLA.)
- G. FMLA leave must be applied for. Application (Appendix D) should be completed and approved prior to leave whenever possible.

**ARTICLE XVI**  
**JURY DUTY**

Any employee who is off work for jury duty shall be paid his/her full salary for such time missed. If an employee is released from jury duty prior to the end of his/her regular working day, he/she must contact his/her supervisor for direction for the balance of that working day.

The amount the employee is paid for jury duty from the court, less any meal or mileage reimbursement, shall be paid

to the Board and the employee shall receive his/her regular paycheck.

**ARTICLE XVII**  
**PROFESSIONAL DEVELOPMENT**

The District and the Association recognize the importance of skill and knowledge growth to performance and the continuing effectiveness of Members. To this end, the District will provide professional development opportunities for Members. However, all seminars/workshops/conferences must be directly related to the employee's specialty area, must serve to upgrade or maintain the employee's skills, and must be approved by the supervisor prior to registration, if registration and expenses per Board policy are reimbursed by the District. Costs not reimbursable include:

1. Continuing Education Units (CEU's).
2. Wages when the educational opportunity occurs during non-work hours.
3. College credits granted must be paid for by the employee.

The number of employees to attend seminars in any one year depends on administrative approval and the budget amount available.

**ARTICLE XVIII**  
**CONDITIONS OF AGREEMENT**

- A. This Agreement supersedes and cancels all previous agreements, verbal or written between the Board and the Association and incorporates the entire understanding of the parties on all issues which were or could have been the subject of negotiation. The parties shall initiate negotiations on an ongoing basis for the purpose of creating successor Agreements in accordance with the Memorandum of Understanding, Living Agreement.
- B. In the event that any provision of this Agreement shall, at any time, be held to be contrary to law by a court of competent jurisdiction from whose final judgement or decree an appeal has been taken within the time provided for doing so, such provision shall be void and inoperative, however, all other provisions of this Agreement shall continue in effect. The parties will meet to negotiate to bring the involved provisions into compliance.
- C. Copies of this Agreement shall be printed at the expense of the Board within sixty (60) days after it is signed, and shall be presented to all employees employed or hereafter employed by the Board. The Union shall be provided with fifteen (15) copies, at no charge.

**ARTICLE XIX**  
**DURATION OF AGREEMENT**

This Agreement shall be effective as of May 16, 2011, and shall continue in effect for two (2) years until the 30th day of June, 2013. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

**Salary Rates  
2011-2013**

<b>Position</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>15</b>	<b>20</b>	<b>25</b>
Instructional Support Staff	12.19	12.64	13.05	13.52	13.90	14.49	15.32	15.98	16.08	16.13	16.28
Plus 30 Hours	12.90	13.34	13.74	14.24	14.61	15.18	16.01	16.68	16.78	16.83	16.98
ISS New Hire	9.14	9.48	9.79	10.14	10.43	10.86					
Assistive Technology ISS	13.70	14.15	14.54	15.03	15.42	16.00	16.86	17.55	17.65	17.70	17.85
Bus Drivers	15.98								16.08	16.13	16.28
Plus 30 Hours	16.68								16.78	16.83	16.98
Bus Drivers New Hire	11.99										

Salary and wage increases for the duration of the agreement shall be calculated through the following. All bargaining unit member's steps are frozen at the current step as reported on June 30, 2011. The aggregate cost for step increases shall be divided by the total number of active district employees reported on July 1, 2011, and distributed to employees as an on-schedule, hard-dollar payment. On June 30, 2012, a 2<sup>nd</sup> calculation of the aggregate cost of step increases will be divided by the total number of active district employees reported on July 1, 2012, and distributed in the same manner. No step increases shall be granted during the life of the agreement. Annual payments shall be distributed in the last payroll in June.

Plus 30 Hours applies to employees who have Thirty (30) credit hours toward a degree program or thirty (30) credit hours of pre-approved courses. Credit hours earned prior to June 1995 but not pre-approved are eligible for approval. Whether an employee is on a degree program or not, courses that are required for a degree program qualify toward the thirty (30) hours.

The following criteria will be used to assess non-degree related course work for pre-approval toward the thirty (30) hours.

- ◆ Courses must be taken at an accredited institution
- ◆ Courses must enhance an employee's job performance as defined in the job description or job responsibilities
- ◆ The course must offer a certificate or letter of completion
- ◆ The employee must present a letter of successful completion from an instructor or a certificate of completion from the institution.
- ◆ Credit hours will be determined using a formula where 15 class/contact hours equals 1 credit hour. Courses of less than 15 class/contact hours will be credited at a fraction of 15 credit hours
- ◆ Courses paid for by the ISD or where employees are paid to attend, will not qualify, unless the employee is willing to pay the per credit fees charged by the accredited institution

Committee Members:       Jan Bragiel  
                                       Bob Baker  
                                       Dave Sevener



**APPENDIX B**

File Number \_\_\_\_\_

**GRIEVANCE FORM**

**LEVEL ONE SUPERVISOR (Oral)**

DISCUSSION WITH SUPERVISOR Date: \_\_\_\_\_ Time: \_\_\_\_\_

**LEVEL TWO (Within 10 School Days from Start of Grievance) MEETING WITH ASSOCIATION**

NAME: \_\_\_\_\_ DATE FILED: \_\_\_\_\_ TIME FILED: \_\_\_\_\_

POSITION: \_\_\_\_\_ IMMEDIATE SUPERVISOR: \_\_\_\_\_

Date of Alleged Violation: \_\_\_\_\_

Alleged Violation: Article \_\_\_\_\_, Section \_\_\_\_\_, Page \_\_\_\_\_

Description of Alleged Violation: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Relief Requested: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Employee Signature

**LEVEL THREE (Within 10 School Days from Start of Grievance) SUPERVISOR LEVEL (Written)**

Date Filed: \_\_\_\_\_ Time Filed: \_\_\_\_\_

Supervisor's Decision (Be specific): \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Supervisor Signature

RECEIPT OF DECISION ACKNOWLEDGED (WITHIN 15 DAYS FROM START OF GRIEVANCE) :

\_\_\_\_\_  
\_\_\_\_\_

Date

Received by Signature

File Number \_\_\_\_\_

**LEVEL FOUR SUPERINTENDENT OR HIS/HER DESIGNEE LEVEL (Within 20 Days from Start of Grievance)**

Date Filed: \_\_\_\_\_ Time Filed: \_\_\_\_\_

Superintendent's Decision (Be specific): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Superintendent Signature

RECEIPT OF DECISION ACKNOWLEDGED(WITHIN 25 DAYS FROM START OF GRIEVANCE) :

\_\_\_\_\_  
Date

\_\_\_\_\_  
Received by Signature

**LEVEL FIVE BOARD LEVEL**

Date Filed: \_\_\_\_\_ Time Filed: \_\_\_\_\_

Board's Decision (Be specific): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Board President Signature

RECEIPT OF DECISION ACKNOWLEDGED:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Received by Signature

**LEVEL SIX THIRD PARTY LEVEL**

Date Filed: \_\_\_\_\_ Time Filed: \_\_\_\_\_

Third Party's Decision (Be specific): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Third Party Signature

RECEIPT OF DECISION ACKNOWLEDGED:

\_\_\_\_\_

Date

Received by Signature

**APPENDIX C**  
**SUMMER EMPLOYMENT**

1. Bragiel, Jan
2. Herber, Pam
3. Hair, LeRoy
4. Badour, Joe

APPENDIX D

BAY-ARENAC ISD
FAMILY AND MEDICAL LEAVE ACT
REQUEST FOR LEAVE OF ABSENCE

DATE:
NAME:
SOCIAL SECURITY #:

I hereby request a leave of absence under the Family and Medical Leave Act (FMLA) for one of the following reasons.

- birth of a child - estimated date of delivery
placement for adoption or foster - date of placement
family member's "serious health condition"
specify relationship
my own "serious health condition"

Type of FMLA leave requested:

- Consecutive Months (up to 12 weeks) Beginning Date
Intermittent Leave Expected days/weeks/months on leave
Reduced Leave Schedule - Specify change in schedule

I understand that any sick leave or personal days accrued must be used.

Except as explained below, you have the right under the FMLA of up to twelve (12) weeks in a fiscal year (July 1 - June 30) for the reasons listed above. Also, your health benefits must be maintained during any period of unpaid leave under the same conditions as if you continued to work, and you must be reinstated to the same or an equivalent job with the same pay, benefits, and terms and conditions of employment on your return from leave.

If you normally pay a portion of the health premiums, these payments must continue during the period of FMLA leave. Arrangements for payment should be discussed with the benefits office at 667-3251. You have a minimum 30-day grace period in which to make premium payments. If timely payment is not made, your group health plan benefits may be canceled, provided BAISD notifies you in writing at least 15 days before the date that your health coverage will lapse.

This is to inform you that: (check appropriate boxes, explain where indicated)

You are eligible not eligible for leave under the FMLA.

The requested leave will will not be counted against your annual FMLA leave entitlement.

Medical Certification Requested: yes no If certification is requested it must be received by (must be at least 15 calendar days after you are notified of this requirement) or we may delay the commencement of your leave until the certification is submitted.

You will not be required to present a fitness-for-duty certificate prior to returning to work. If such certification is required but not received, your return to work may be delayed until the certification is provided.

Employee Signature Date

Supervisor Signature Date

## APPENDIX E

### LIVING AGREEMENT

**THIS LIVING AGREEMENT**, entered into this 1st day of July, 1997, between Bay-Arenac ISD, and Bay-Arenac Education Support Personnel Association/MEA-NEA, the signatories, who shall be the sole parties to this Agreement.

**WHEREAS**, during negotiations, the parties recognized the need to "**resolve mutual problems and concerns as they arise**". In addition, both parties agreed "**in principle with the concept of an ongoing problem solving process**" and were "**committed to achieving mutually established goals and objectives directed towards the implementation of such a philosophy**" in Bay-Arenac ISD. To formalize the implementation of this concept;

**IT IS AGREED** that prior settlements in force, seniority agreements, conditions of employment, and letters of understanding contained in this agreement will remain in effect and will be changed or modified on an ongoing basis with the mutual agreement of both parties. Changing these agreements is subject to the approval of the Board, and the Association.

**THIS AGREEMENT** will be terminated only if either party notifies the other, in writing, by certified mail, at least sixty (60) days prior to their intent to terminate.

Agreement

2011-2013

Bay-Arenac Education Support Personnel Association/MEA/NEA  
(MESPA)

*Kelly Ann* - President

*Jan Braziel* - President Elect

*Donna Rosbush*

*Cathy N...*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Bay-Arenac ISD Board of Education

*John A. ...*

*Gregory J. Dittmer*

*[Signature]*

*Burton N. ...*

*William Harbowski*

*David ...*

*Kenny L. Page*