Master Contract

between the

Boyne Falls Board of Education

and the

Support Personnel MEA/NEA

2024-2027

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SECTION 1.1: AGREEMENT

A. This Agreement entered into this 16th day of September 2024**,** by and between the Michigan Educational Support Personnel/MEA/NEA, as hereinafter called the "Union" and Boyne Falls Board of Education, hereinafter called the "Employer."

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

SECTION 1.2: RECOGNITION

A. The Boyne Falls Board of Education hereinafter "Employer" hereby recognizes the Michigan Educational Support Personnel Association (MESPA), an affiliate of the National Education Association, hereinafter the "Union" 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*. (PERA) for all full-time and regular part-time office personnel (as certified by the Michigan Employment Relations Commission), paraprofessional, and transportation employees, but excluding one confidential employee, substitutes, and all others.

B. Unless otherwise indicated, use of the term "bargaining unit member" when used hereinafter in this Agreement shall refer to all members of the above defined bargaining unit in the following categories:

1. Full-time: A bargaining unit member who is employed at least thirty (30) hours per week.
2. Part-time: A bargaining unit member who is employed less than thirty (30) hours per week.
3. Probationary: A bargaining unit member who is employed to fill a full or part-time position for a trial period of sixty (60) work days of actual on-the-job work. Bus driver applicants are subject to an extension of the probationary period, if necessary, to accommodate working for at least fifteen (15) days during snow covered or icy road conditions.
4. School-year bargaining unit members: Bargaining unit members are those whose employment follows the school calendar.
5. Full-year bargaining unit members: Bargaining unit members who are employed to work on a twelve (12) month basis.

SECTION 1.3: PURPOSE

A. This Agreement is negotiated pursuant to the Public Employment Relations Act. 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.

B. The Employer and the Union recognize the importance of orderly and peaceful labor relations for the mutual interest and benefit of the Employer, bargaining unit members, and the Union. The Employer and the Union further recognize the mutual benefits of just and expeditious resolution of disputes which may arise as to proper interpretation and implementation of this Agreement and, accordingly, have included herein a grievance procedure for the effective processing and resolution of such disputes.

C. The wages, hours, terms, and conditions of employment in this Agreement shall remain in effect during the term of this Agreement. The parties agree that their undertakings in this Agreement are mutual. Any previous established practice, policy, rule or regulation, which is in conflict with a provision of this Agreement shall be superseded and replaced by this Agreement.

SECTION 1.4: Emergency Manager

An emergency manager appointed under the local government and school district fiscal accountability act is authorized to reject, modify, or terminate this agreement as provided in the Local Financial Stability and Choice Act, MCL 141.1501 et seq. The parties have included this language due to the requirement of section 15(7) of PERA.

SECTION 1.5: DURATION OF AGREEMENT

A. This Agreement shall be effective as of September 16, 2024 and shall continue in effect until June 30, 2027.

B. In witness whereof, the parties hereto have caused this Agreement to be signed by their representatives on this January 20, 2025.

BOYNE FALLS BOARD OF EDUCATION

BY: Cynthia Pineda
Cynthia Pineda
Chief Spokesperson/Superintendent

BY: Lori Herman
Lori Herman
Business Manager

BY: William Cousineau
William Cousineau
School Board President

NORTHERN MICHIGAN EDUCATION ASSOCIATION/MEA/NEA

BY:
NMEA President

BY: Kelly Matelski
Kelly Matelski President,
MESP/MEA/NEA

SECTION 1.6: PAYROLL DEDUCTION

A. Upon appropriate written authorization from an employee, the employer shall deduct from the salary of any such employee and make appropriate remittance for MEA Financial Services Programs, elective, supplemental MESSA products not fully employer-paid, credit union, savings bonds, charitable donations, or any other plans or programs jointly approved by the Association and Board.

B. All authorizations for payroll deductions will be in the Superintendent's office by the first Friday of school.

C. Health insurance, annuities, credit union, savings bonds, and other approved plans or programs will be deducted each pay.

D. The Association agrees to indemnify and save the Board, including each individual school board member, harmless against any and all claims, demands, costs, suits, or other forms of liability including back pay and all court or administrative agency costs that may arise out of or by reason of action by the Board for the purpose of complying with Section A through C of this Article subject to the following conditions.

1. The damages have not resulted from misfeasance or malfeasance of the Board or its agents.
2. The Association has the right to decide whether or not to appeal the decision of any court or other tribunal regarding the validity of the section or the costs which may be assessed against the Board by any court or tribunal.
3. The Association shall have the right to compromise or settle any claim made against the Board under this section.

SECTION 1.7: NEGOTIATION PROCEDURES

A. It is contemplated that the terms and conditions of employment provided in this Agreement shall remain in effect during the term of this Agreement. Nevertheless, because of the special nature of the public educational process, it is likewise recognized that matters previously unforeseen or not negotiated may be negotiated by mutual consent of the parties. It is in the public interest that the opportunity for mutual discussion of such matters be provided.

B. It is contemplated that matters not specifically covered by this Agreement but that may be of common concern to the parties will be dealt with in a mutually-scheduled meeting. This does not obligate either party to bargain collectively during the life of this Agreement about matters covered in this Agreement

C. Negotiations between the parties on a successor Agreement shall begin at least sixty (60) days prior to the expiration of the contract term. Before each negotiation session officially adjourns, the agenda, time, and place for the next session shall be mutually agreed upon by the chief negotiators. When negotiations are conducted during regular school hours, released time shall be provided for the union's negotiating committee.

D. Copies of the agreement shall be presented to all bargaining unit members now employed or hereafter employed by the Board, within thirty (30) days, if possible, after it is signed. Upon request, the District will provide a printed copy.

SECTION 1.8: GRIEVANCE PROCEDURE

A. <u>Definitions.</u>

1. A grievance shall mean an allegation by a bargaining unit member, group of bargaining unit members or the Union of a violation of the express terms of this Agreement.
2. A grievance shall not include the termination of services or failure to reemploy any probationary bargaining unit member.
3. The Union shall designate representatives as necessary to handle grievances. The Employer hereby designates the Administrator to act as its representative at Level One and the Superintendent or his/her designee to act at Level Two.

4. The term "days" as used herein shall mean days in which school is in session during the school year and business days during the summer.
5. A written grievance as required herein shall contain the following:
   a. It shall be signed by the grievant or grievants;
   b. It shall be specific;
   c. It shall contain a synopsis of the facts giving rise to the alleged violation;
   d. It shall cite the Section(s) or Subsection(s) of this contract alleged to have been violated;
   e. It shall contain the date of the alleged violation;
   f. It shall specify the relief requested.

   Any written grievance not in compliance with the above requirements may be rejected as improper. Such a rejection shall not void the grievance.

B. Hearing Levels.

1. Level One: A bargaining unit member alleging a violation of the express provisions of this contract shall within five (5) days of its alleged occurrence or within five (5) days after the bargaining unit member, group of bargaining unit members or the Union reasonably has knowledge thereof, orally discuss the grievance with the Administrator in an attempt to resolve same.

   If no resolution is obtained within five (5) days of the discussion, the employee shall reduce the grievance to writing and proceed within five (5) days of said discussion to Level Two.

2. Level Two: A copy of the written grievance shall be filed with the Superintendent or his/her designee as specified in Level One signed by the grievant(s) to proceed to Level Two. Within ten (10) days of the receipt of the grievance, the Superintendent or his/her designee shall arrange a meeting with the grievant and his/her representative to discuss the grievance. Within ten (10) days of the discussion, the Superintendent or his/her designee shall render his/her decision in writing, transmitting a copy of the same to the grievant, the Union secretary and the Administrator of the building in which the grievance arose and shall place a copy of same in a permanent file in his/her office.

   If no decision is rendered within the ten (10) days of the discussion, or the decision is unsatisfactory to the grievant and the Union, the grievant shall within ten (10) days appeal same to the Employer by filing such written grievance along with the decision of the Superintendent with the officer of the Employer in charge of drawing up the agenda for the next regularly scheduled Board meeting.

3. Level Three: Upon prior application as specified in Level Two, the Employer shall allow the employee and/or his/her Union representative an opportunity to be heard at the

Board of Education meeting for which the grievance was scheduled. Within ten (10) days from the hearing of the grievance, the Employer shall render its decision in writing.

4. Level Four: Individual employees shall not have the right to process a grievance at Level Four.

   a. If the Union is not satisfied with the disposition of the grievance at Level Three, or if no decision has been rendered within the specified time limits, it may within ten (10) days of either the receipt of the decision or the expiration of the time limit as appropriate, refer the matter to the American Arbitration Association, in writing, and request the appointment of an Arbitrator in accord with its rules which shall likewise govern the Arbitration proceeding.

   b. Neither party may raise a new defense or ground at Level Four not previously raised or disclosed at other written levels.

   c. The decision of the Arbitrator shall be final and binding on the parties.

   d. Powers of the Arbitrator are subject to the following limitations:

      1. He/she shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement.

      2. He/she shall have no power to establish salary scales.

      3. He/she shall have no power to change any practice, policy or rule of the Employer nor substitute their judgment for that of the Employer as to the reasonableness of any such practice, policy, rule or any action taken by the Board as long as said practice, policy, rule or action is not in violation of any provision of this Agreement.

      4. He/she shall have no power to decide any question which, under this Agreement, is within the responsibility of the Employer to decide.

      5. He/she shall have no power to interpret State or Federal law.

      6. He/she shall not hear any grievance previously barred from the scope of the Grievance Procedure.

      7. In the event that a case is appealed to the Arbitrator on which he/she has no power to rule, it shall be referred back to the parties without decision or recommendation on its merits.

      8. More than one grievance may not be considered by the Arbitrator at the same time except upon expressed written mutual consent and then only if they are of similar nature.

9. 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.
10. He/she shall have no power to invoke punitive damages.
    a. The fees and expenses of the Arbitrator shall be shared at the rate of 50% for the Union and 50% for the Employer.
    b. Should a bargaining unit member fail to institute a grievance within the time limits specified, the grievance will not be processed. Should a bargaining unit member fail to appeal a decision within the limits specified, all further proceedings on a previously instituted grievance shall be barred.
    c. All preparation, filing, presentation or consideration of grievances shall be held at times other than when an employee or participating Union representative are to be at their assigned duly stations except:
        1. When mutually agreed by the parties otherwise, and
        2. When required by the schedule of the Mediator or the Arbitrator.
    e. The time limits provided in this Article shall be strictly observed but may be extended by written agreement of the parties. In the event a grievance is filed after May 15 of any year, the Employer shall use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.
    f. Notwithstanding the expiration of this Agreement, any claim or grievance arising thereunder may be processed through the Grievance Procedure until resolution.
    g. If the grievance is satisfactorily resolved at any level, action on the grievance shall terminate.

SECTION 1.9: SEPARABILITY

A. If any provision of this Agreement or any application of this Agreement to any bargaining unit member or employee or group of bargaining unit members or employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law; but all other provisions or applications shall continue in full force and effect.

B. If is further agreed that within ten (10) days of notification of a final and binding determination of such illegality, the employer and union will commence negotiations to reach a new Agreement concerning the subject matter of the provision determined to be illegal.

SECTION 2.0: VACANCIES, TRANSFERS AND PROMOTIONS

A. A vacancy shall be defined as a newly-created position or a present position that is not filled within the bargaining unit that the Employer has determined to fill. Vacancies should be filled on a timely basis and posted, absent extenuating circumstances, within twenty (20) working days of the Board's reasonable knowledge of the vacancy (*e.g.,* letter of resignation, retirement), or by the next regularly scheduled Board meeting, whichever is later. The position shall be filled, absent extenuating circumstances, within thirty (30) working days of the expiration of the posting period. Should no suitable candidate(s) be found for the position, the position may be reposted, at the Board's option.

B. All vacancies shall be posted on the District's website and emailed to employees for a posting period of ten (10) work days. During summer recess, fifteen (15) working days (Monday through Friday) shall be the posting period. If requested in writing by the employee, the posting shall be mailed. It shall be the bargaining unit member's responsibility to keep his/her e-mail and mailing address current. Said posting shall contain the following information.

    1. Type of work
    2. Location of work
    3. Starting date
    4. Rate of pay
    5. Hours to be worked
    6. Classification
    7. Minimum requirements
    8. Qualifications

C. Interested bargaining unit members may apply in writing to the Superintendent or designee within the appropriate posting period.

D. Vacancies shall be filled with the most qualified seniored applicant from within the affected classification. Should no bargaining unit member from the affected classification apply, a bargaining unit member from a different classification who possesses the necessary qualifications applies, then he/she shall be given preference over outside applicants provided that the bargaining unit member is fully qualified for the position.

E. Within ten (10) work days after the expiration of the posting period, the Employer shall make known its decision as to which applicant has been selected.

F. In the event of promotion in or transfer from one classification to another, the bargaining unit member shall be given a sixty (60) actual on-the-job work-day trial or an extension as provided in Article 1.2, B, 3 in which to show his/her ability to perform on the job. The Employer shall give the promoted or transferred bargaining unit member reasonable assistance to enable him/her to perform up to the Employer's standards on the new job. If the bargaining unit member is unable to demonstrate ability to perform the work required during the trial period or at the option of the affected bargaining unit member, the bargaining unit member shall be returned to his/her previous assignment.

G. The parties agree that involuntary transfers of bargaining unit members are to be affected only for reasonable and just cause.

H. Any bargaining unit member who temporarily assumes the duties of another bargaining unit member will be paid the regular rate for those duties. A bargaining unit member's pay rate shall not be reduced as the result of any temporary changes in duties.

SECTION 2.1: BARGAINING UNIT MEMBER EVALUATIONS

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

The use of eavesdropping, public address, computer, audio systems and similar surveillance or other electronic devices shall be strictly prohibited for purposes of evaluation. It is understood that certain factors in an evaluation that are observable on a day-to-day basis (*i.e.,* punctuality, relationships with parents and staff, attendance at required meetings and submission of required forms) may not be observed during formal observation under the above, yet are deemed appropriate by the parties for inclusion in the evaluation.

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

C. 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 or wishes to add comments, he/she may submit a written response which shall be attached to the file copy of the evaluation within twenty (20) days. 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 unless there is a recommendation for discharge. In subsequent

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

E. Before the end of the probationary period, an evaluation of the bargaining unit member's work shall be completed and may recommend discharge without recourse through the grievance procedure.

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

SECTION 2.2: PERSONNEL FILES AND EMPLOYEE COMPETENCE

A. A bargaining unit member shall have the right to review the contents of all records, excluding initial references, of the Employer, pertaining to said individual, originating after the initial employment, and to have a Union representative present at such review.

B. No material originating after the initial employment shall be placed in a bargaining unit member's personnel record unless the bargaining unit member has had an opportunity to review said material. The bargaining unit member may submit a written notation within twenty (20) days regarding any material and the same shall be attached to the material in question. If a bargaining unit member is requested to sign material to be placed in their file, such signature shall indicate their awareness of the material but in no instance shall said signature to interpreted to mean agreement with the material's content.

C. Any complaint of a serious nature against a bargaining unit member will be called to the attention of the member within two (2) work days, absent extenuating circumstances, in which case it shall be done as soon as possible. If the Administration does not feel that the complaint is serious or if there are no grounds for the complaint, such issues will not be communicated to the member. No such complaint will be included in the member's personnel file or used in any disciplinary action unless and until the member has been informed of the complaint and the identity of the complainant is made known to the member (subject to the requirements of law or appropriate investigative or judicial bodies). If any material to be placed in the member's personnel file is shown to be illegal or in error, the material will be corrected or expunged from the file, whichever is appropriate.

D. In the event that a Freedom of Information Act (FOIA) request for information contained in a member's personnel file is received, the administration shall promptly inform the member of the request.

SECTION 2.3: LAYOFF AND RECALL

A. The employer reserves the right to lay off employees in situations involving financial emergency, reduction in student count or funding necessitating layoff, a lack of needed work, or other legitimate business necessity. Bargaining unit members shall be laid off in accordance with Classification seniority; that is, the employee with the least Classification seniority shall be laid off first. In the selection of employees for layoff, the school district shall retain those bargaining unit members with the greatest seniority within that classification provided the bargaining unit member is qualified to perform the work.

B. Classification is defined as bus driver and paraprofessional.

C. Whenever a bargaining unit member is to be laid off, the school district shall notify the bargaining unit member and the Association President by mailing notice within ten (10) working days of the Board meeting in which the Board took layoff action, except in case of emergency. No layoffs shall be effective for twenty (20) calendar days, following notification.

D. Laid-off bargaining unit members shall be recalled in accordance with Seniority Classification seniority; that is, the bargaining unit member with the greatest seniority shall be recalled first, provided that person has the ability and is able to perform the duties of the job that is open.

E. When recalling laid-off bargaining unit members, the school district will notify them by certified mail or email at the last known address as preselected by the employee. If such bargaining unit member does not notify the school district within seven (7) working days from the mailing date of such notice that he/she will report for work on the date specified, or give a legitimate reason, as determined by the Superintendent, for delay beyond such time, he/she will be considered as having quit and all seniority shall be terminated. Seniority bargaining unit members shall have recall rights up to two (2) years from the date of layoff.

F. In the event of a reduction in the work hours in a classification as referenced in A above, bargaining unit members with the greater seniority in that classification may use same to maintain his/her normal work schedule by displacing bargaining unit members with less seniority on the work schedule. In no case shall a reduction of any bargaining unit member's work hours take effect until twenty (20) calendar days after written notice to the affected bargaining unit member(s) is given by the Employer.

SECTION 2.4: BOARD RIGHTS AND RESPONSIBILITIES

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

1. Manage and control the school's business, the equipment, the operations and to direct the working forces and affairs of the Employer.
2. Continue its rights and past practice of assignment and direction of work of all of its personnel, determine the number of shifts and hours of work and starting times and scheduling of all the foregoing.
3. Direct the working forces, including the right to hire, promote, suspend and discharge employees for just cause, transfer employees, assign work or extra duties to employees, determine the size of the work force and to layoff and recall employees.
4. Determine the services, supplies and equipment necessary to continue its operations and

to determine the methods, schedules and standards of operation, the means, methods and processes of carrying on the work including automation thereof or changes therein, the institution of new and/or improved methods or changes therein.

5. Adopt reasonable rules and regulations.
6. Determine their qualifications and the conditions of continued employment.
7. Determine the location or relocation of its facilities, including the establishment or relocations of new schools, buildings, departments, divisions or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities.
8. Determine the placement of operations, production, services, maintenance or distribution of work, and the source of materials and supplies.
9. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.
10. Determine the size of the management organization, it functions, authority, and amount of supervision.
11. The right to contract or sub-contract is vested in the Employer.

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

SECTION 2.5: SENIORITY

A. Seniority shall be defined as the length of service within the district as a member of the bargaining unit. Accumulation of seniority shall begin from the bargaining unit member's first working day. A paid holiday shall be counted as the first working day in applicable situations. 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.

B. Probationary bargaining unit members shall have no seniority until the completion of the probationary period at which time their seniority shall revert to their first day of work.

C. All bargaining unit members shall be placed in one of the following classifications based on their current assignments:

1. Paraprofessional
2. Bus Driver

D. The Employer shall prepare, maintain and post the seniority list. The seniority list shall be emailed to all employees by October 1st each year. A copy of the seniority list and subsequent revisions shall be furnished to the Union. Any challenges to the accuracy of the seniority list

must be made within thirty (30) work days of the posting, or the list will be considered accurate for that school year.

E. Any bargaining unit member who has been incapacitated at their regular work by injury or compensable occupational disease may be assigned to other work on a job without regard to seniority.

F. For the purpose of reduction in personnel, layoff, and recall, a bargaining unit member working in more than one classification shall be deemed to be assigned to all appropriate classifications.

SECTION 2.6: UNION RIGHTS

A. The Union may make reasonable use of the building facilities for Association business or meetings. It is understood that the support staff will reimburse the board for any costs incurred.

B. Each bargaining unit member will be given access to a computer and a district e-mail account which the employee will check on a regular basis.

C. Duly authorized representatives of the Union and its respective affiliates shall be permitted to transact official union business on Employer property at all reasonable times provided that this shall not interfere with or interrupt normal operations.

D. The Union shall have the right to post notices of activities and matters of Union concern on designated bulletin boards.

E. The Employer agrees to furnish to the Union, in response to reasonable requests, public information concerning its financial resources and expenditures, and such other information as will assist the Union in developing intelligent, accurate, informed, and constructive proposals on behalf of bargaining unit members together with information the Union may require to process any grievance or complaint. The Association shall reimburse the Board for reasonable expenses incurred in furnishing information or records available.

F. Beginning February 13, 2024 designated Association representatives will be given a complete listing of all bargaining unit staff that includes the following:
   1. First, middle and last name.
   2. Start date of employment in current bargaining unit.
   3. FTE, step, lane placement with annual salary (Base contractual wage or Schedule A only).
   4. Building(s) and room number(s) assigned.
   5. Employee identification number (if applicable).
   6. State Personal Identification Code (PIC) if applicable.
   7. Name of position.
   8. Work email address and personal email address.
   9. Home mailing address.
   10. Home and cell phone number.

G. The above-listed information shall be provided via email in a shared document to the Association.

H. Designated Association representatives shall be given, via e-mail in a shared document, the same information detailed in Section A above within thirty (30) days of any new hires of bargaining unit members that occur throughout the year.

I. Termination of employment, by any bargaining unit member shall be reported to the designated Association representatives, including the termination date, via e-mail in a shared document no later than ten (10) business days after the member's last day of employment.

J. Notification of any bargaining unit member placed on layoff or leave of absence (paid or unpaid) lasting more than sixty (60) days shall be reported to the designated Association representatives via e-mail in a shared document no later than ten (10) business days after the first day of leave. Notification of any bargaining unit member returning from a layoff or leave of absence (paid or unpaid) shall be reported to the designated Association representatives via e-mail no later than ten (10) business days after the first day of return.

K. The district shall also provide the Association with bargaining unit costs and salary information when requested by the MEA office.

SECTION 2.7: BARGAINING UNIT MEMBER RIGHTS AND PROTECTION

A. Pursuant to the Michigan Public Employment Relations Act, as amended, MCLA 423.201 *et seq.* (PERA), the Employer hereby agrees that every bargaining unit member shall have the right to freely organize, join, and support the Union and to engage in lawful concerted activities for mutual aid and protection or to refrain from such activities. The Employer and administration undertakes and agrees that they will not directly or indirectly discourage or deprive or coerce any bargaining unit member in the enjoyment of any rights conferred by PERA or other laws of Michigan or the United States of America or the Constitutions of Michigan and the United States of America; that it will not discriminate against any bargaining unit member with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership, or lack of membership, in the Union; his/her participation in any activities of the Union or collective negotiations with the Employer, his/her institution of any grievance, complaint, or proceeding under this Agreement, with respect to any terms or conditions of employment or refraining from such activities.

B. Nothing contained within this Agreement shall be construed to deny a bargaining unit member rights he/she may have under the Michigan General School Laws or other applicable state or federal laws or regulations. The rights granted to bargaining unit members hereunder shall be deemed to be in addition to those provided elsewhere.

C. The bargaining unit members shall be entitled to full rights of citizenship and no religious or political activities of any bargaining unit member or lack thereof shall be grounds for any

discipline or discrimination with respect to the employment of such bargaining unit member except that such activities shall not interfere with the performance of the member's job duties.

D. The Employer agrees that it will in no way discriminate against or between bargaining unit members covered by this Agreement because of their race, creed, religion, color, national origin or ancestry, age, sex, marital status, physical characteristics or disability, or place of residence.

E. No bargaining unit member shall be disciplined without just cause. The term "discipline" as used in this Agreement includes warnings, reprimands, suspensions, with or without pay, reductions in rank, compensation, discharges, or other actions of a disciplinary nature. The specific ground for disciplinary action will be presented in writing to the bargaining unit member and the Union no later than at the time discipline is imposed. Non-renewal of a probationary bargaining unit member's employment at the end of the probationary period provided that his/her job performance is not satisfactory is not subject to this paragraph.

F. A bargaining unit member shall be entitled to have present a representative of the Union during any meeting which will or may lead to disciplinary action by the Employer. When a request for such representation is made, no action shall be taken with respect to the bargaining unit member until such representative of the union is present. Should disciplinary action be likely to occur at a given meeting, the bargaining unit member shall be advised immediately of said possibility and be advised by the Employer of the right to representation under this provision of the Agreement.

G. The parties subscribe to the concept of progressive and corrective discipline as referenced in 2.7E, above. To that end, the parties agree that the following procedure will be established:

1. Discussion of problem
2. Verbal warning
3. Written reprimand
4. Suspension without pay
5. Dismissal

Any disciplinary action taken against an employee must be supported by just cause and be appropriate to the act or omission precipitating that discipline. The Board or designee may invoke a disciplinary penalty at higher steps of the disciplinary procedure where warranted.

SECTION 2.8: BARGAINING UNIT MEMBER PROTECTION

A. The Employer shall support and assist employees with respect to the maintenance of control and discipline of students in the employee's assigned work area. The Employer or its designated representative shall take reasonable steps to relieve the employees of responsibilities in respect to students who are disruptive or repeatedly violate rules and regulations.

B. Any cause of assault upon a bargaining unit member in conjunction with their responsibilities to the school district shall be promptly reported to the Employer.

C. Time lost by a bargaining unit member in connection with any incident mentioned in this Article shall not be charged against the bargaining unit member's sick leave accumulation even though the regular gross earnings shall be maintained up to a maximum of one (1) calendar year.

D. In the event a complaint or charge is made by any person or group not employed by the Employer, against any bargaining unit member, the individual shall be given full information with respect thereto and with respect to any investigation conducted by the Employer before discipline is imposed, subject to the same requirements and/or limitations outlined under Section 2.2C.

SECTION 2.9: WORKING CONDITIONS

A. Bargaining unit members shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety, or well-being.

B. The Employer shall support and assist bargaining unit members with respect to the maintenance of control and discipline of students in the bargaining unit members assigned work area. The Employer or its designated representative shall take reasonable steps to relieve the bargaining unit member of responsibilities in respect to students who are disruptive or who repeatedly violate rules and regulations. Bargaining unit members may use such physical force with a student as is necessary and allowable by law to protect themselves, a fellow bargaining unit member, teacher, an administrator, or another student, from attack, physical abuse or injury, or to prevent damage to property.

1. No bargaining unit members shall be required to dispense or administer medication except such tasks may be imposed subject to the requirements, limitations and compensation referenced under (2) here below.

2. No bargaining unit member shall be required except in an emergency to perform tasks which would normally be associated with qualified medical personnel or personal hygiene (*e.g.,* catheterization, stoma bags, injections, suctioning, diapering, etc.). Should a member accept such an assignment, he/she shall be provided with full training at no cost to the bargaining unit member and at his/her appropriate hourly rate as well as safety equipment necessary for the work. Any member performing such duties on a voluntary basis shall be paid an additional twenty-five cents ($0.25) per hour. Members performing such duties shall be indemnified and held harmless by the Board as provided below when such duties are performed with reasonable care and according to established Board policy.

   Should no member volunteer for such assignment, the Board may assign the duties to the least senior bargaining unit member available to perform such duties. Should such assignment be made, the member so assigned shall be given training, indemnification

and compensation provided herein.

It is further agreed that the Board will remit the premium amounts for an Errors and Omissions Insurance Policy to cover members (to the extent permitted by law), whose actions comply with Board policies, and are within the appropriate scope of their normal job duties, including duties as provided in this section. The terms of the insurance policy shall be controlling regarding defense or indemnity of bargaining unit members. The insurance policy carried by the Board shall provide policy limits for Two Million Dollars ($2,000,000.00) coverage. The Board does not agree to self-insure for obligations beyond the insurance policy or in the event of a policy exclusion or limitation. The sole obligation undertaken by the Board shall be limited to payment of premium amount for such coverage, subject to the conditions enumerated in this paragraph. If the Board is unable to obtain liability insurance protection at a reasonable premium level, the Association shall be notified and the insuring provisions of this section become inoperative. If such occurs, no member shall be required to perform the ascribed duties under the above provision.

C. In the absence of an administrator, bargaining unit members shall not be held accountable or made responsible for the administration or supervision of the building.

SECTION 3.0: HOURS OF WORK

A. The normal work year for school-year bargaining unit members shall follow the school calendar. The normal work year for all other (full-year) bargaining unit members shall be twelve (12) months, September 1 through August 31.

B. The normal work week for all bargaining unit members is Monday through Friday.

C. The normal work day is as follows:

1. Teacher-Aide: 7.17 hours
2. Bus Driver Driving Time: one hour and thirty-three minutes each trip, plus fifteen (15) minutes cleanup per trip.

The Administration and Association shall meet to determine how these hours will be assigned.

In the event that circumstances warrant the examination of possible change to the structure of the school day, the parties will meet at the request of either party for the purpose of negotiation over the impact of such change.

D. Excluding bus drivers, bargaining unit members shall have a paid lunch period of thirty (30) minutes duration.

E. 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 work day may receive one (1) fifteen (15) minute relief time. Bargaining unit members working overtime will be entitled to

an additional fifteen (15) minute relief time for every two (2) hours worked.

F. Overtime shall be divided among bargaining unit members within each department as follows:

1. Overtime shall first be offered to the bargaining unit member who is qualified to do the activity having the greatest classification seniority. If all bargaining unit members within the affected classification refuse the overtime following a second offer, the least seniored departmental bargaining unit member, who is qualified to perform the work, may then be required by the Employer to perform the overtimework.

2. Overtime, by the use of an "Overtime Chart", 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.

H. 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.

I. The Employer shall provide substitutes, if necessary, due to the absence of a regular bargaining unit member; however, substitutes shall not be placed to perform the work of an absent regular bargaining unit member.

J. A regular bargaining unit member assigned to perform the work of an absent bargaining unit member will be paid the regular rate for those duties; however, a bargaining unit member's pay rate shall not be reduced as a result of such assignment. Substitutes, if called at the discretion of the Employer, shall be used to perform bargaining unit work during instances of absence by regular bargaining unit members or when an unfilled temporary vacancy exists or whenever additional assistance is required.

K. Inclement Weather: When school is closed due to inclement weather conditions, bus drivers, clerical, culinary, and aide bargaining unit members will not have to report and will be paid for those days. Should the school district have to make up time not worked but paid, above, as required by the state to meet the school code requirement for hours of instruction, then bargaining unit members as described above shall be required to work the make-up time without additional pay.

L. The minimum call-in shall be for two (2) hours except as noted below. For bus drivers working the ski run and special education ski run only, the minimum call in shall be for three (3) hours, inclusive of drop-off and pick-up, unless the driver(s) are working a total of more than three (3) hours, in which case the driver(s) would receive the appropriate amount of credit. Drivers who take these runs shall be allowed to leave the resort and come home (with approval of the administration) or do their other runs in between drop-off and pick-up.

M. Bus drivers shall wash busses once per week and before extra bus runs out of the district. Bus drivers shall be paid at their "extra run" hourly rate for time spent at this activity, inclusive of travel time to and from the Boyne Falls Bus Garage.

SECTION 3.1: JOB DESCRIPTION AND CLASSIFICATION

A. Job descriptions shall be developed by the Employer. The descriptions shall be distributed to all current bargaining unit members and to all new bargaining unit members when hired by the district. The descriptions will include at a minimum:

1. Job Title and Description
2. Minimum Requirements
3. A Statement of Required Tasks and Responsibilities

B. Any evaluations of bargaining unit member's work performance shall be based upon the bargaining unit member's job responsibilities.

C. 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.

D. The following conditions shall apply to all overtime work:

1. Time and one-half will be paid for all hours worked over forty (40) hours in one (1) week and all hours worked on Saturdays.
2. Double-time will be paid for all hours worked on Sundays and holidays. In the case of holidays, this will be in addition to holiday pay if the bargaining unit member is entitled to holiday pay for that day.
3. Paid leave shall not count toward hours worked.

SECTION 3.2: ILLNESS AND DISABILITY

A. At the beginning of each work year, each twelve (12) month bargaining unit member shall be credited with twelve (12) days of sick leave and each school year bargaining unit member shall be credited with ten (10) days of sick leave. Part-time staff will be prorated sick leave days according to their full-time equivalency; i.e., half time pro-ration would equal ten (10) half days. Unused sick days will carry over at the same proportionate rate. Sick leave shall accumulate from year to year to a maximum of 130 days. The Employer shall furnish each bargaining unit member with a written statement at the beginning of each school year of the total accumulated sick leave credit.

B. A bargaining unit member who is absent due to an injury which is compensable under Worker's Compensation may use his/her accumulated sick leave on a proportional basis, to supplement the benefit received from Worker's Compensation, such that the amount of expendable income the bargaining unit member receives from Worker's Compensation and sick leave does not exceed the amount of expendable income the bargaining unit member would have received from his/her regular salary amount according to his/her placement on the salary schedule at the time of the injury. Should this supplemental payment be found to be subject to the coordination requirements of Workers Compensation, such that the amount of the Worker's Compensation benefit is reduced, the bargaining unit member shall not be

allowed to use sick leave and shall receive only the Worker's Compensation benefit provided by that statute.

C. The sick leave days may be taken by a bargaining member as follows:

1. Personal Illness or Disability: The bargaining unit member may use all or any portion of their leave to recover from their own illness or disability, which shall include, in part, all disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery.

2. Illness in the Immediate Family: The immediate family shall be interpreted as husband, wife, mother, father, brother, sister, children (biological, adopted, foster, and stepchild), grandchildren, and grandparents, up to ten (10) of their accumulated sick leave days for this purpose in each work year.

D. A bargaining unit member who is unable to work because of personal illness or disability and who has exhausted all sick leave available will be granted an unpaid leave of absence up to one (1) year for complete recovery from such illness or disability. Upon return from leave, a bargaining unit member will be assigned to the same position, if available, or an equivalent position.

E. A bargaining unit member who shows exceptional care in non-use of available sick and personal days shall be given the following bonus on the last pay of the school year:

0-0.5	Days used for the school year	$500.00
1-1.5	Days used for the school year	$250.00
2-2.5	Days used for the school year	$100.00

F. Upon retirement, the Board shall reimburse the member or beneficiary for the number of accumulated sick leave days at the time of such termination, at the rate of thirty-five dollars ($35.00) per accumulated day, not to exceed 130 such days. Bargaining unit members who have twenty (20) or more years of service to the district shall be paid forty-five dollars ($45.00) per accumulated day.

G. Any bargaining unit member who wishes may voluntarily donate up to three (3) days of their accumulated sick days per school year to another bargaining unit member facing personal long-term illness or the long-term illness of an immediate family member. Additionally, this benefit may be used to assist less senior bargaining unit members who may not have had the opportunity to accrue the number of days necessary for specific incidents of personal or family illness. The bargaining unit member who receives donated days shall exhaust their own sick day allowance before accessing this benefit.

SECTION 3.3: UNPAID LEAVES

A. Leaves of absence without pay or benefits not to exceed one year will be granted upon written request from a bargaining unit member as indicated under Paragraph B below. Requests for leaves of absence shall include the reason for the leave along with the

notification of the beginning and ending dates of said leaves. Parent/Child Care leave requests shall also include a statement from the attending physician indicating the anticipated date of birth of the child, where applicable. A bargaining unit member returning from a leave of absence shall be reinstated to the same position and classification he/she held when the leave began. At least thirty (30) calendar days prior to the date a leave is scheduled to expire, a bargaining unit member shall notify the Employer of his/her intent to return to work.

B. Unpaid leaves of absence may be taken for the following purposes:

1. Military Leave: A military leave of absence shall be granted to any employee who shall be inducted or shall enlist for military duty in any branch of the armed forces of the United States.

2. Union Office: A leave of absence of up to one (1) year may be granted, upon application, for the purpose of serving as an officer in its state or national affiliate. At the discretion of the Board, a one (1) year extension may be granted.

3. Public Service: A leave of absence not to exceed one (1) year may be granted to any bargaining unit member, upon application, for the purpose of campaigning for, or serving in, a public office. At the discretion of the Board, a one (1) year extension may be granted.

4. Parental/Child Care: A leave of absence up to one (1) year may be granted to any (male or female) bargaining unit member for the purpose of child care. Said leave shall commence upon request of the bargaining unit member. At the discretion of the Board, a one (1) year extension may be granted.

5. Pursuant to the Family and Medical Leave Act of 1993, an employee who has been employed at least 12 months and worked at least 1,250 hours during the prior 12-month period is entitled to 12 work weeks of leave during any 12-month period with group health insurance coverage maintained for one or more of the following reasons:

   a. birth of the employee's child in order to care for the child;

   b. placement of a child with the employee for adoption or foster care.

   c. care for the employee's spouse, child, or parent who has a serious health condition;

   d. serious health condition that renders the employee incapable of performing the functions of his or her job; or

   e. Other reasons as provided for by FMLA.

   A "serious health condition" is defined by the law as an illness, injury, impairment, or physical or mental condition that involves (1) in-patient care in a hospital, hospice, or residential medical care facility; or (2) continuing treatment by a health care provider. Other conditions of the Family and Medical Leave Act shall apply to leaves in this subparagraph. Where applicable, paid leave shall be concurrent with FMLA.

SECTION 3.4: PAID LEAVES

A. At the beginning of every school year each bargaining unit member shall be credited with three (3) non-accumulative days, to be used for the bargaining unit member's personal business. A personal business day may be used for any purpose at the discretion of the bargaining unit member. Cognizant of community relationships, each bargaining unit member is encouraged to use sound judgment in the use of such days. It if further understood such leave shall not be granted for the first day or the last day of the school year, nor on the first working day preceding or following a vacation or holiday. Personal business days shall be used in increments of half day or full day.

   A bargaining unit member planning to use a personal day or days shall notify their immediate supervisor at least five (5) days in advance, except in cases of emergency.

   No more than two (2) bargaining unit members will be granted personal leave on any given day. In the event that more than two (2) bargaining unit members apply for such leave on any given day, the two (2) applications received first will be those approved. Exceptions may be granted for this limitation at the discretion of the superintendent on a non-precedent setting basis.

B. The bargaining unit member shall be granted a maximum of three (3) days paid leave per death for immediate family members. Immediate family shall be interpreted as husband, wife, mother, father, brother, sister, children (biological, adopted, foster, and stepchild), grandchildren, and grandparents and the same members of the spouse's family or any relative living in the member's residence. A special allowance for a person of personal significance to the member as well as requests for additional days may be granted if approved by the Superintendent.

C. Any bargaining unit member called for jury duty during work hours shall be paid his/her full salary for such time.

SECTION 3.5: HOLIDAYS

A. All bargaining unit members shall have the following days off with pay. Pay shall be for the regularly scheduled hours of each bargaining unit member. Should the day off fall on a Saturday or Sunday, either Friday or Monday shall replace that day:

1. Labor Day
2. Thanksgiving
3. Day after Thanksgiving
4. Christmas Eve
5. Christmas Day
6. New Year's Eve
7. New Year's Day
8. Good Friday
9. Memorial Day

B. Employees working summers shall have the days provided above plus July 4th.

SECTION 3.6: COMPENSATION

A. Extra trips will be assigned to bus drivers on a rotating basis by seniority.

B. When a bargaining unit member is required to use his/her personal vehicle for school-related business, he/she will be paid according to Employer policy.

SECTION 4.0: WAGE/RATE SCHEDULE

2024-25 Paraprofessional	$2.50 increase per step
1	$16.26
2	$16.61
3	$16.96
4	$17.32
5	$17.69
6	$18.07
Longevity Step @ 11 Years	$18.54
Longevity Step @ 16 Years	$19.02
Longevity Step @ 21 Years	$19.52
Longevity Step @ 24 Years	$20.03
Longevity Step @ 27 Years	$20.55

2025-26 Paraprofessional	$1.00 increase per step
1	$17.26
2	$17.61
3	$17.96
4	$18.32
5	$18.69
6	$19.07
Longevity Step @ 11 Years	$19.54
Longevity Step @ 16 Years	$20.02
Longevity Step @ 21 Years	$20.52
Longevity Step @ 24 Years	$21.03
Longevity Step @ 27 Years	$21.55

2026-27 Paraprofessional	$1.00 increase per step
1	$18.26
2	$18.61
3	$18.96
4	$19.32
5	$19.69
6	$20.07
Longevity Step @ 11 Years	$20.54
Longevity Step @ 16 Years	$21.02
Longevity Step @ 21 Years	$21.52
Longevity Step @ 24 Years	$22.03
Longevity Step @ 27 Years	$22.55

2024-25 Bus Drivers	10 % Increase	
Regular Run	$16,005	
Longevity @ 11 Years	$16,486	
Longevity @ 16 Years	$16,980	
Longevity @ 21 Years	$17,489	
Longevity @ 24 Years	$18,014	
Longevity @ 27 Years	$18,555	
Extra Runs	Base	Mileage
	$15.97	$0.44

2025-26 Bus Drivers	6 % Increase	
Regular Run	$16,965	
Longevity @ 11 Years	$17,475	
Longevity @ 16 Years	$17,998	
Longevity @ 21 Years	$18,538	
Longevity @ 24 Years	$19,094	
Longevity @ 27 Years	$19,668	
Extra Runs	Base	Mileage
	$16.93	$0.47

2026-26 Bus Drivers	6% Increase	
Regular Run	$17,983	
Longevity @ 11 Years	$18,523	
Longevity @ 16 Years	$19,078	
Longevity @ 21 Years	$19,651	
Longevity @ 24 Years	$20,240	
Longevity @ 27 Years	$20,848	
Extra Runs	Base	Mileage
	$17.95	$0.49

LONGEVITY: At the eleventh, sixteenth, and twenty-first years of service, each employee shall receive an additional three percent (3%) over their previous salary level; in year 24 the employee will receive an additional three percent (3%) over their previous salary level; year 27, the employee will receive an additional three percent (3%) over their previous salary level.

SECTION 4.1: INSURANCE

A. For full-time support staff who select plan A, the board's obligation to pay the health insurance portion of the plan A premium shall be limited to the following amounts and the employee shall pay any portion of the health insurance premium in excess of the following amounts through payroll deduction during the school year:

Full Family: $21,007.83 per coverage year

Two Person: $16,109.06 per coverage year

Single Subscriber: $7,702.85 per coverage year

The aforementioned amounts shall be adjusted per the publicly funded health insurance contribution act to be consistent with the "caps" in section 3 of that legislation. To determine the health insurance portion of the Plan A premium, the board shall obtain from MESSA information needed to ascertain the Plan A premium and the premiums for the separate insurances which comprise Plan A. The board shall have the discretion to provide employees with the insurance with or without a plan.

Both parties agree that once this contract expires employees will be responsible for paying the July 1 MESSA Renewal increase commencing with the September payment until a successor agreement is reached.

Boyne Falls School will be policyholder of any insurance packages.

PLAN A:	ABOVE BENEFITS INCLUDE:
MESSA Choices II	$500/$1000 Deductible 0% Coinsurance 20/25/50 Copays Saver RX EA1 Rider
	OR
MESSA ABC Plan 1	$1600/$3200 Deductible 0% Coinsurance

$0 Copays

ABC RX

EA1 Rider

HSA Rider

Each member has the option to change coverage choice to ABC plan 1 on an individual basis effective January 1. This option must be submitted to the business office, in writing, by November 1.

LTD plan I — 60% of salary/wage up to a monthly maximum of $2,500.00 and shall begin after the latter of:

1. The exhaustion of the bargaining unit member's accumulated sick leave, or
2. The expiration of ninety (90) calendar days of disability accumulation in any twelve (12) consecutive months.

90 calendar days modified fill

$2,500 monthly maximum

Social security freeze

Alcoholism/Drug addiction – two (2) year

Mental/Nervous – two (2) year

Delta Dental Plan

80/80/80 with $1,300 maximum lifetime ortho

Negotiated life — $50,000 AD & D

Vision — VSP 3+ Platinum

<u>Plan B:</u>

Delta dental plan 80/80/80 with $1,300 maximum lifetime ortho

Negotiated life $50,000 AD & D

LTD As described in section 4.1 a.

Vision VSP 3+ Platinum

The Association shall maintain the right to make changes to their health care plan options when new/more affordable plans become available and shall communicate such to the employer, provided there is no additional cost or burden on the employer.

B. An open enrollment period (Nov 1 to Nov 30) shall be provided whenever contribution subsidy amounts change for the groups.

Employees not wishing health insurance subsidy and choosing MESSA Plan B, may apply the equivalent of an individual employee's single subscriber premium, per the cap as described in section 4.1 A toward any of the MESSA or board-approved options.

For bargaining unit members who choose MESSA Plan B, the board shall provide a cash option up to the single subscriber health insurance premium per the cap as described in section 4.1.

C. It is agreed between the Boyne Falls Board of Education and the Boyne Falls MESPA that the employee shall receive the following insurance coverage not to exceed the board's paid portion in section 4.1A:

0-17.9 Hours Per Week;	No Health Insurance Dental, Vision, Life and LTD as above
18.0-20.5 Hours Per Week;	Single subscriber health insurance. Dental, Vision, Life and LTD as above
20.51-29.9 Hours Per Week;	Pro-rated FF Health, Dental, Vision, Life and LTD on the basis of 30 hours. Member can use premium on an ala carte Basis.
30 Hours and Above;	Benefits as provided in Plan A.

D. Any amounts exceeding the employer subsidy share shall be payroll deducted. The payroll deduction shall be pre-tax unless a written notification is submitted to the district by the employee.

E. After January 1, 2017, employees who opt for cash in lieu of health insurance shall provide reasonable evidence of alternate health insurance coverage for the employee and dependents prior to such election.