73080 2003-06-30 SEIU AFL-CIO O F P X

AGREEMENT

BETWEEN

BUENA VISTA BOARD OF EDUCATION

AND

SERVICE EMPLOYEES INTERNATIONAL UNION

LOCAL 517M, AFL-CIO

(Support Group)



July 1, 2001 Through June 30, 2003

BUENA VISTA SCHOOL DISTRICT

705 North Towerline Road P.O. Box 14829 Saginaw, Michigan 48601-4829

2-10-05

ARTICLE <u>TITLE</u> <u>PAGE</u>

Ι	Recognition1	
	No Strike Clause 1	
	. Equal Employment Opportunity 1	
IV	Maintenance of Standards1	
V	Payroll Deductions 1	
VI	Joint Board and Union Meetings 2	
	. Grievance Procedures	
	. Hours of Work	
IX	. Compensation 4	
	. Board Rights 5	
XI	. Seniority 5	
	Vacancies, Transfers and Promotions	
XIII	. Staff Reduction & Recall	
XIV	Paid Leaves7	
XV	. Jury Duty	
XVI	Leaves of Absence	
XVII	. Holidays	
XVIII	Employee Evaluations	
XIX	Protection of Bargaining Unit Members	
XX	Insurance Protection	
XXI	. Information	
XXII	Union Activities	
XXIII	. General	
XXIV	. COPE	
XXV	. Printing of Agreement 12	
	Duration of Agreement	
	Appendix B	
	Miscellaneous	
	Schedule of Hourly Rates1	5
	5	

AGREEMENT

THIS AGREEMENT, made and entered into, by and between the BUENA VISTA SCHOOL DISTRICT, 705 North Towerline Road, Saginaw, Michigan, hereinafter referred to as the "Employer" and Local 517M, SERVICE EMPLOYERS INTERNATIONAL, AFL-CIO, Saginaw, Michigan, hereinafter referred to as the "Union".

ARTICLE I - RECOGNITION

A. The Board hereby recognized the Union as the sole and exclusive bargaining representative of all employees described below:

all building secretaries, clerk librarians, food service employees, paraprofessional aides, safety officers, crossing guards, noonhour helpers, teacher assistants and bus chaperones, excluding superintendent's secretary, central office employees, supervisors and all other employees of the Buena Vista School District.

B. All personnel represented by the Union in the above-defined bargaining unit shall, unless otherwise indicated, hereinafter be referred to as "Bargaining Unit Members." Service Employees International Union Local 517M(SEIU Local 517M) shall be referred to as the Union.

ARTICLE II - NO STRIKE CLAUSE

The Union and the Employer recognize that strikes and other forms of work stoppage by employees are contrary to law and public policy. The Union and the Employer subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the school system. The Union, therefore, agrees that it's officers, representatives, and members shall not authorize, instigate, cause, aid, encourage, ratify, or condone, nor shall any member take part in any strike, slowdown or stoppage of work, boycott, picketing or other interruption of activities in the school system. Failure or refusal on the part of any employee to comply with this Article shall be cause for immediate dismissal. The Arbitrator is limited to determining only the issue of whether or not any employee's or employees' activity violated the provisions of this Article. The penalty assessed by the Employer is not subject to the Arbitrator's determination.

ARTICLE III - EQUAL EMPLOYMENT OPPORTUNITY

The Board and the Union agree that it shall be a violation of the Agreement for either the Board or the Union to limit, segregate, or classify any employee which in any way deprives, or tends to deprive, any bargaining unit member of employment opportunities or otherwise adversely affects their status as an employee because of the individual's race, color, religion, sex, age, marital status, national origin or creed.

ARTICLE IV - MAINTENANCE OF STANDARDS

All economic benefits shall be maintained at not less than the highest minimum standards in effect in the district at the time this Agreement is signed, provided that such conditions shall be improved for the benefit of bargaining unit members as required by express provisions of this Agreement. This Agreement shall not be interpreted or applied to deprive bargaining unit members of economic benefits heretofore enjoyed, unless expressly stated herein.

The Board agrees that work presently performed by the bargaining unit will not be subcontracted, leased, or conveyed in whole or in part to any organization, person, or non bargaining unit member so as to eliminate or reduce paid work hours for any SEIU Local 517M bargaining unit member, until a time when the bargaining unit member has been advised. The Buena Vista Board of Education shall provide relevant data to substantiate the need to improve the school system's efficiency.

ARTICLE V - PAYROLL DEDUCTIONS

- A. Employees within the Unit recognized by this Agreement may sign and deliver to the Board an assignment authorizing deduction of membership dues of the Union upon such conditions as the Union shall establish. Such sums shall be deducted from the employee's pay and remitted to the Union monthly. The Union shall be fully responsible for the validity and correctness of the certified check off list and authorization and the Union shall indemnify, defend, and save the Board harmless against any and all claims, demands, suits or other forms of liability that may arise out of or by reason of action taken or not taken by the Board, pursuant to the language of this Article, provided that this shall not apply in the event of proven negligence on the part of the Board. The Board shall furnish the Union a list of all newly hired employees. Any failure on the part of the Board to furnish this shall exempt the Union from any and all claims on behalf of the Board.
- B. The written authorization from employees will be on the Authorization for Payroll Deductions as shown below:

FORM FOR DUES CHECK OFF: LOCAL 517M

"I hereby authorize and direct my employer to deduct from my wages, and pay over to the Union on notice from the Union, such amounts including membership dues and initiation fees as may be established by the Union and become due to it from me during the effective period of this authorization."

SIGNED	ADDRESS		ZONE NO.	TELEPHONE NO.
DATE	(Supervisor's Initials)		

- C. Financial Responsibility It is recognized that, because of religious convictions or otherwise, some employees may object to joining any organization engaged in collective bargaining. At the same time, it is recognized that the proper negotiation and administration of collective bargaining agreements entail expense to the Union. To this end, in the event an employee shall not join the Union and execute an authorization for dues deduction in accordance with this Article, such employee shall, as a condition of continued employment by the Board, cause to be paid to the Union a sum equivalent to the dues of the Union, provided that said amount paid by the nonmembers shall only be that percentage of the normal regular dues which constitutes the costs of the negotiation and administration of this Agreement, and further that no portion of said amount will be allocated for political purposes or to any other purpose other than activity related to negotiations and the administration of this Agreement. In the event that such sum shall remain unpaid for a period of sixty (60) days following the date the same is due and after sixty (60) days written notice thereof has been given to the employee by the Union, the Board agrees that in order to effectuate the purposes of the Public Employment Relations Act and this Agreement, the services of such employee shall be discontinued. The refusal of the employee to contribute fairly to the costs of negotiation and administration of this and subsequent agreements as herein required is recognized by the parties as reasonable and just cause for termination of employment.
- D. In the event that this Article shall be challenged through the Michigan Employment Relations Commission, or the courts, the Union will pay the reasonable expenses of such proceedings, including the fees of legal counsel retained by the Board. If this Article shall be found to violate law, the Union shall be responsible for any loss or damage, including back pay, awarded by the courts.
- E. The Union shall notify the Board thirty (30) days prior to any change in its dues or fees.
- F. The Board shall deduct from the pay of each Bargaining Unit Member, from whom it receives authorization to do so, and make appropriate remittance for annuities, credit union, savings bonds, charitable donations, or any other approved plans or programs.

ARTICLE VI - JOINT BOARD AND UNION MEETINGS

The Board agrees to meet not more than once per month at the request of the Union to discuss any and all problems which are proper subjects of collective bargaining.

ARTICLE VII - GRIEVANCE PROCEDURE

- A. A grievance shall be defined as a specific violation, misinterpretation or inequitable application of the terms of this Agreement.
- B. Any employee having a specified grievance shall first take the matter up with the immediate supervisor, who shall attempt to adjust the matter consistent with the terms of this Agreement.
- C. Any employee may request his immediate supervisor to call his steward to assist in the resolution of a specified grievance, with his immediate supervisor. The supervisor will send for the steward without undue delay and without further discussion of the grievance.
- D. Grievances which are not so settled shall be reduced to writing on appropriate forms, and signed by the aggrieved. The grievance shall specify what provisions of this contract are allegedly violated and the remedy requested. The grievance shall then be processed beginning with Level One below.
- E. GRIEVANCE PROCEDURE

LEVEL ONE

A grievance shall first be taken up with the immediate supervisor within thirty (30) days of the time the employee knew or should have known of the act or condition on which the grievance is based. Disposition of the grievance by the supervisor shall be made within five (5) working days after this verbal discussion.

LEVEL TWO

If satisfactory solution is not reached under Level One, the employee may, within five (5) working days of the disposition in Level One above, present the problem to the Superintendent of Schools or his appointed agent. An answer as to disposition of the problem shall be given by the Superintendent/or his designee within five (5) working days.

LEVEL THREE

In the event the grievance is not settled at the preceding step, either the Union or the Employer may submit the grievance to binding arbitration. Such request must be made in writing within fifteen (15) working days after receipt of the answer in the preceding step. The arbitration shall be selected pursuant to the rules of the American Arbitration Association.

- F. This Agreement constitutes a contract between the parties which shall be interpreted and applied by the parties and by the Arbitrator in the same manner as other collective bargaining agreements. The function and purpose of the Arbitrator is to determine disputed interpretations of terms actually found in this Agreement, or to determine disputed facts upon which application of the Agreement depends. The Arbitrator shall therefore not have authority, nor shall it be considered in his function to include, the decision of any issues not submitted or to so interpret or apply the Agreement as to change what can fairly be said to have been the intent of the parties as determined by generally accepted rules of contract construction. The Arbitrator shall give any decision which is practical or actual effect modifies, revises, detracts from or adds to any of the terms or provisions of this Agreement. Past practices of the parties in interpreting or applying terms of the Agreement can be relevant evidence, but may not be used so as to justify, or result in, what is in effect a modification (whether by addition or detraction), of written terms of this Agreement. The Arbitrator has no obligation merely because in his opinion such is fair or equitable or because in his opinion it is unfair or inequitable.
- G. The fees and expenses of the Arbitrator, cost of transcript (if one is requested by the Arbitrator), and cost of hearing room, shall be borne by the loser as evidenced by the decision of the arbitrator. Should the decision of the Arbitrator result in a compromise decision, the Arbitrator shall make as part of his decision a ruling as to how the above expenses shall be prorated.
- H. Upon mutual agreement of the Board and the Union, a grievance may be initiated at any level of the grievance procedure.

ARTICLE VIII - HOURS OF WORK

- A. The District reserves the right to set the hours of work for all employees covered by this agreement. A permanent change in the starting time shall not be made without prior notification to the Union. The District reserves the right to occasionally change an employee's starting time in case of emergency.
- B. All employees required to work four (4) consecutive hours or more shall be entitled to a duty-free, uninterrupted unpaid lunch period of one-half (1/2) hour.
 - 1. All employees shall receive a fifteen (15) minute paid break if they work at least three and one-half (3.5) hours and two (2) fifteen (15) minute paid breaks if they work at least six (6) hours in a twenty-four (24) hour period.
 - 2. Wolverine Teaching Assistants shall receive a paid lunch period of at least (1/2) hour. Also they can use a 15 minute break to have a 45 minute uninterrupted non-duty lunch.
- C. The District agrees to pay overtime under the following conditions:
 - 1. Time-and-one-half (1-1/2) shall be paid for any hours paid in excess of forty (40) hours in a calendar week.
 - 2. Double time shall be paid for any hours an employee is required to work on Sundays.
- D. Advance notice of overtime shall be given to the affected employee(s) as soon as practical.
- E. Assignment of additional hours of work not adjacent to the regular work day shall be made according to seniority by job classification (within each building) and rotated. In the event that no employee is willing to work the additional hours, the Administration may require the least senior employee reasonably available, to perform the required tasks if Administration is unable, after reasonable attempt, to secure a substitute.
- F. An employee required to perform overtime work, or additional hours in excess of regularly scheduled hours or to work on a scheduled day off shall not be required to take time off during the work week for the purpose of offsetting overtime or pay for the additional hours.
- G. Employees required to work on a holiday shall be paid double time.
- H. Employees required to attend meetings called by Administration shall be paid regular hourly pay regardless of all other hours worked in that day or week.

- I. Once the decision has been made to substantially reduce working hours, but prior to implementation, the Board's representative shall meet the Union President or his/her designee and the affected employee(s) to discuss the best method of implementation. Consideration shall be given to seniority and qualifications and employee(s) suggestions.
- J. Employees shall be required to notify their immediate supervisor when they are going to be absent. The immediate supervisor must be notified the night before or in case of emergency, one (1) hours before their regular starting time.
- K. Employees shall be paid for all hours worked.
- L. Bus chaperones called to work, outside their regular scheduled working hours, shall receive a minimum of two (2) hours work. A Bus Chaperone shall be paid or scheduled to work at least two (2) hours pay each time the employee is required to report in a work day.

ARTICLE IX - COMPENSATION

- A. Compensation shall be at the hourly rate as specified in Appendix A. Wolverine Teaching Assistants added to contract during 2002/03 school year.
- B. The hourly rate shall be increased due to longevity according to the following schedule.

After completion of the tenth (10) year of service 3% of base pay. After completion of the fifteenth (15) year of service 6% of base pay. After completion of the twentieth (20) year of service 9% of base pay. No Longevity for new hires after September 12, 1996.

Employees whose anniversary date of hire falls between July 1 and December 31 shall receive longevity increases on January 1 following 10/15 completed years of service.

Employees whose anniversary date of hire falls between January 1 and June 30 shall receive longevity increase on July 1 following 10/15 completed years of service.

- C. The Board shall make the retirement contribution for all bargaining unit members.
- D. Employees using private vehicles for school business shall be paid in accordance with school policy.
- E. Whenever school is canceled due to an Act of God, employees will not be paid for days off in excess of those provided by Michigan School Law Code until those days are made up in accordance with the Michigan School Law Code.
- F. If present school code is modified so these days are not required to be made up and there is no loss of income to the school district, employees shall receive their regular pay on those occasions, provided they have been released by administration.
- G. The Board will conditionally accept the additional payment of twenty-five (25) cents per hour for persons completing an Associates Degree Program with the understanding that the Association will provide the Board Representatives with a list of Associate Degrees that are offered in the Tri-City Area and these specific degrees will be reviewed and those that are applicable to the school district will be given to the Association in writing.
- H. Employees temporarily assigned to a job classification paying a rate higher than their regular rate shall receive higher rate at the step providing an increase in pay if they work at the higher classification, and provided such employee is responsible for placing on his/her time card, with signature or initials of his/her immediate supervisor, a notation establishing the time worked. Employees temporarily assigned to a job classification paying a lower rate than their regular rate shall retain their regular rate.
- I. When a qualified Teacher Assistant (TA) working at 2424 Outer Drive is assigned by Management to substitute for a teacher, the following compensation guidelines apply:
 - a. A TA will be considered qualified if he or she is qualified by the SISD and registered as a substitute teacher.
 - b. The TA must act as the lead teacher for at least one-half of the school.
 - c. The TA must assume all of the duties of the classroom teacher.
 - d. TA's who meet the criteria set forth above will be paid \$20.00 per hour.
 - e. It is understood that Management reserves the right to make all substitute teaching assignments including assignments of teachers from the outside of this unit. It is also expressly understood that TA's will be expected to cover classrooms for short periods of time such as team meetings, teacher breaks, IEPs, etc., without compensation beyond the normal hourly rate.

ARTICLE X - BOARD RIGHTS

A. The Employer, 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 the executive management and administrative control of the school system, it's equipment, its operation and to direct the working forces and affairs of the Board.
- 2. To continue its rights, policies, and practices of assignment and direction of it's personnel, determine the number of personnel and scheduling of all the foregoing, and the right to establish, modify, or change any work or school hours or days, as long as such changes are not contrary to the terms and conditions of this agreement.
- 3. To direct the employees, including the right to hire, promote; as long as it is not arbitrary and capricious, suspend and discharge employees for just cause, assign work or duties to employees, determine the size of the work force and to lay off employees.
- 4. To determine the services, supplies, and equipment necessary to continue its operations and to determine all methods and means of carrying out its services.
- B. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Employer, the adoption of **reasonable** policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific provisions of this Agreement and then only to the extent such specific provisions thereof are in conformance with the law and Constitution of the State of Michigan and of the United States.
- C. The parties agree that this contract incorporates their full and complete understanding and that any prior oral agreements or practices are superseded by the terms of this agreement. The parties further agree that no such oral understanding or practice will be recognized in the future unless committed to writing and signed by the parties as a supplement to this Agreement.

ARTICLE XI - SENIORITY

- A. Seniority shall be defined as length of continuous service within the district as a bargaining unit member from the bargaining unit members first working day. In the circumstances of more than one individual having the same effective date of employment, all individuals so affected will participate in a drawing to determine placement on the seniority list. The Union and individuals so affected will be notified in writing of the date, place, and time of the drawing. The drawing will be conducted openly and at a time and place that will reasonably allow affected employees and union representatives to be in attendance.
- B. Seniority accrues by virtue of this Agreement. Employees who transfer out of the bargaining unit to another district position shall have their seniority frozen until such time as they return to a bargaining unit position.
- C. Seniority shall be frozen while an employee is on a requested leave of absence for one (1) school year or more unless he/she is off on a Worker's Comp. injury.
- D. Probationary Period.

New employees shall serve a ninety (90) day probationary period. After completion of the probationary period, an employee will be entered on the seniority list retroactive to the first day of employment. Summer recess shall not be included in the probationary period unless actually worked.

E. Seniority List.

The Employer will maintain an up-to-date seniority list showing the district-wide and classification seniority of each employee. A copy of the seniority list will be posted on the appropriate bulletin boards. The names of all employees who have completed their probationary periods shall be listed on the seniority list, starting with the senior employee's name at the top of the list. Upon request of the Union, an up-to-date seniority list shall be made available to all employees for their inspection. The list shall also be distributed to all employees by a satisfactory method each year or by mailing the current seniority list to each bargaining unit employee.

F. Termination of Seniority.

Seniority shall be lost by a bargaining unit member for the following reasons:

- 1. The employee resigns in writing or orally, unless provoked by another individual.
- 2. The employee is discharged for just cause.
- 3. The employee is absent without notifying the Employer in excess of three (3) consecutive workdays.
- 4. The employee fails to return from leave for three (3) consecutive workdays after the expiration of said leave.
- 5. The employee retires.
- 6. The employee fails to return to work within ten (10) consecutive workdays of the date the Employer's notification of recall from layoff was sent through certified mail.
- 7. The employee is laid off for a continuous period of five (5) years.

ARTICLE XII - VACANCIES, TRANSFERS AND PROMOTIONS

- A. A vacancy is defined, for purpose of this agreement, as a bargaining unit position either newly created or permanently established that the Board intends to fill. All vacancies to be filled other than on a temporary basis shall be posted at least ten (10) working days. Bargaining units members who apply during the initial ten(10) day posting period will be given preference in consideration for the position as otherwise set forth in this agreement.
- B. Notice of vacancy shall be posted on all bulletin boards and by all time clocks used by bargaining unit member and sent to the Union Chapter President.
- C. Promotions (employees desiring higher rated classification) shall be governed by seniority unless there is an employee bidding for the job who has substantially greater merit, ability and capacity.
- D. Employees may transfer to different buildings when there is a vacancy in that classification, by seniority as long as it does not substantially affect the efficient operation of the school district or increase the district's costs. Any qualified member of the bargaining unit (not including Wolverine Staff) who is assigned by Management to a classroom and who assumes all the duties of a certified staff position shall be paid thirty five dollars (\$35.00) as a stipend, in addition to his or her regular hourly rate, for each day the individual works in the certified position.
- E. Request for transfer will be made in writing, on forms provided by the district.
- F. When advancing to different classifications, employees will retain their existing rate for a working trial period of not more than thirty (30) working days, at the completion of which they will receive an appropriate rate for the higher classification retroactive to the time of such promotion. If, during the trial period, the employee's work is unsatisfactory, or at the request of the employee, he/she will be reinstated in his/her previous classification, and will not receive the additional pay for the advance position, as well, seniority will not be affected.
- G. Involuntary transfers may be made to prevent undue disruption of the school district or to better utilize the services and skills of the bargaining unit member. Conditions of the involuntary transfer shall be stated, to the affected employee in writing, prior to the transfer and may be appealed through the grievance procedure.
- H. It is expressly understood between the Board and the Association that Wolverine staff Constitute a separate, non-Interchangeable occupational group which in the event of a layoff, has no right to claim positions held by paraprofessional In k-12 bargaining unit Likewise, paraprofessional laid off from k-12 bargaining unit shall have no right to claim the job of a teacher assistant at Wolverine.
- I. Whenever a new job is established which the Board determines is properly within the scope of the bargaining unit, the Board shall establish the job, its duties and the rate to be paid and shall communicate the information to the Union. If the Union disagrees that the rate is proper, it may, within thirty calendar days of being notified, request bargaining. Thereafter, the matter shall be subject to good faith bargaining.

ARTICLE XIII - STAFF REDUCTION & RECALL

- A. In the event a staff reduction is necessary, the Union will be notified at least two (2) weeks prior to any action being taken, except as a result of unforeseen emergency. Notice shall be in writing to the union chapter president.
- B. Should the district determine the need for any layoffs of personnel, reductions will be by district seniority within each job classification providing remaining employees can do the work.
- C. Within each department, probationary personnel will be the first laid off, (then regular part-time employees) then least senior full time employees until the reductions have been completed, provided the remaining employees can do the work.
- D. Departments for purposes of layoff are:

a.	Food Service	e.	Crossing Guard
b.	Office Personnel	f. 1	Bus Chaperones

- c. Paraprofessionals
- g. Safety Officers
- d. Noon-hour Helpers h. Wolverine Teacher Assistants
- 1. Bargaining unit members scheduled for layoff in a given classification may bump any bargaining unit member with less seniority in a different classification, provided the more seniored employee can perform the job without undue training.
- 2. Any employee who has transferred to another classification may transfer back to his/her original classification provided either a position is open or a less senior employee can be bumped.
- E. Should vacancies occur in any job department, laid off employees will be recalled in reverse order of layoff, provided the employee can perform the work.

F. Notice of recall will be sent by certified mail to the bargaining unit member's being recalled, last known address, and a copy sent to the Union.

If the individual member does not report to work within ten (10) work days of receipt of this notice, he/she will be considered to be a voluntary resignation.

- 1. Letters of recall shall contain the following information:
 - a. starting dated. kind of workb. starting time of daye. building assignmentc. ending time of dayf. wages
- G. An updated seniority list, district seniority in each department, will be maintained by the district and provided to the Union upon written request.
- H. Laid off bargaining unit members may continue insurance coverage by paying the premium to the Board for up to one year, if acceptable by the carrier as per COBRA.

ARTICLE XIV - PAID LEAVES

A. All employees covered by this Agreement shall accumulate one (1) day sick leave per month with 75 days maximum accumulation. For purposes of this Article, a paid leave day shall be equated to the number of hours worked daily. Employees will be paid at their prevailing rate at the time sick leave is used. An employee, while on paid sick leave, will be deemed to be on continued employment for the purpose of computing all benefits referred to in this Agreement and these days will be construed as days worked specifically.

Employees who are absent on an approved sick leave for a period exceeding thirty (30) calendar days shall be required to transfer to the insurance program subject to the rules and regulations of the carrier, for the next thirteen (13) weeks at two-thirds (2/3) regular pay.

Employees who are still on bona fide sick leave after exhausting the insurance benefits may draw any of the remaining unused sick days if any, left in their personal sick leave account.

Any employee not eligible to receive benefits under the insurance program may exhaust their total accumulation of sick leave.

Each employee may receive up to three (3) days annually, to be deducted from sick leave, for illness in immediate family. (For the purpose of this section, "immediate family" shall include the employee's natural parents, step-parents, spouse, children, step-children, grandparents, and spouse's parents.

- B. Each employee covered by this agreement shall be allowed three (3) personal leave days per year, which is non-accumulative. The personal leave day may be used for emergencies, legal and other business of such nature that no reasonable alternative is available. It is expressly understood that such leave shall not be used for vacation, social or personal business that can be done outside of regular working hours. Such leave shall be deducted from sick leave.
- C. An employee shall be allowed up to four (4) working days with pay as funeral leave days not to be deducted from sick leave for a death in the immediate family. "Immediate family" is to be defined as follows: Mother, father, step-parents, brother, sister, wife or husband, son or daughter, step-children, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparents and grandchildren.
- D. Wolverine Teacher Assistants to receive 8 sick days and 2 personal days at the start of the fiscal year. Prorated if they do not work the entire year.

ARTICLE XV - JURY DUTY

A leave of absence will be granted to regular employees called for jury duty on court subpoena and the Board will be obligated to pay an amount equal to the difference between the employee's regular salary that the employee would have received had the employee not been called for jury duty, and those fees received by the court as a regular jury duty fee.

ARTICLE XVI - LEAVES OF ABSENCE

- A. Leaves of absence for periods not to exceed one (1) year will be granted, in writing, without loss of seniority, for:
 - 1. Illness leave(physical or mental)
 - 2. Prolonged illness in immediate family
 - 3. Employees who are disabled, and covered by a long term disability insurance program shall be placed on indefinite leave for the duration of their disability. When an employee does return from a long-term disability, the employee will return to the first vacant position with like classification.

- B. Leaves of absence for periods not to exceed one (1) year may be granted, in writing, without loss of seniority for:
 - 1. Serving in any elected or appointed position, public or union
 - 2. Education leave
 - 3. Personal reasons
- C. Employees will maintain seniority but not accrue it while on any leave of absence granted by the provisions of this agreement. Employees shall be returned to the position they held at the time the leave of absence was granted, or to a position to which his/her seniority entitles him/her, providing there is a vacancy.
- D. The reinstatement rights of an employee who enters the military service will be determined in accordance with the provisions of the federal law granting such rights.
- E. Any employee on sick leave who has exhausted his/her sick leave, personal days, and vacation time and is not receiving any compensation will be considered to be on a leave of absence without pay for a period not to exceed one (1) year.
- F. In non emergency situations, seven (7) days prior notice will be given the District, in writing, for leaves.
- G. Any employee who does not report back to work by the expiration date as set forth on his/her leave of absence notice, or who does not receive an approved extension, or who accepts other employment while on leave from the district, without approval, will be considered to have terminated his/her employment.
- H. The above leaves may be extended upon written application of the employee with approval in advance of the expiration date.
- I. In accordance with the Family Medial Leave Act and federal law.

ARTICLE XVII - HOLIDAYS

A. All bargaining unit members shall be paid on the following holidays:

Labor Day, Thanksgiving Day, Friday after Thanksgiving, December 24 and December 25, December 31, January 1, Martin Luther King ,Good Friday, Easter Monday, Memorial Day, and the fourth of July for regular bargaining unit secretaries who are scheduled to work during the week on which July 4 falls.

- B. If any of the above holidays fall on a Saturday, the preceding Friday shall be observed as the holiday. If the holiday should fall on Sunday, the following Mondays shall be observed as the holiday.
- C. To qualify for the holiday pay an employee must work the last day scheduled before and after a holiday or be on an approved paid leave.

ARTICLE XVIII - EMPLOYEE EVALUATION

A. Preamble

Each classification (non certified) employee is an integral part of the successful operation of the Buena Vista School District and is recognized as such in the use of an evaluation process.

Further, the Union and the Board believe that both Employee and Management would benefit from a fair, honest and non discriminatory evaluation process based on a positive and constructive approach, which is not arbitrary or capricious in nature.

Finally, the Union and the Board believe that the evaluation process will serve to maintain a high quality of work productivity, thus enabling the district to better serve the needs of its children.

Therefore, the District, with the assistance of the Union will develop an evaluation instrument along with the goals, expectations and job performance criteria for each classified position in the bargaining unit.

- B. Procedures
 - 1. All monitoring or observation of the work of each bargaining unit member shall be conducted in person and with the full knowledge of the bargaining unit member. Formal evaluations for employees with three (3) years or less service to the district will occur at six (6) month intervals. Employees with four (4) or more years of service to the district will be formally evaluated on an annual basis. The annual evaluation will be conducted by March 15 of each year.
 - 2. All formal evaluations shall be reduced to writing and a copy given to the bargaining unit member within ten (10) days of the evaluation. The Employee and Supervisor should review the completed evaluation form within ten (10) working days after the evaluation. The Employee will receive a copy, the Supervisor will keep a copy and the original will be forwarded to the Personnel Division within five (5) working days after completion of the review interview.

- 3. If the bargaining unit member disagrees with the evaluation, he/she may submit a written response which shall be attached to the file copy of the evaluation in question.
- 4. The criteria and content of the evaluation will not be subject to the Grievance Procedure, only the process and the evaluation procedure may be the subject of a grievance.
- 5. In the event a bargaining unit member is not continued in employment, the Employer will advise the bargaining unit member of the specific reasons thereof in writing with a copy to the Union.

ARTICLE XIX - PROTECTION OF BARGAINING UNIT MEMBERS

A. RIGHTS

Nothing contained within this Agreement shall be construed to supersede the Michigan General School Laws or other applicable State of Federal laws or regulations. The rights granted to bargaining unit members hereunder shall be deemed to be in addition to any state or federal laws.

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. The private and personal life of any bargaining unit member is not within the appropriate concern or attention of the Employer, except when such personal life activity restricts, interferes, or has an adverse effect on the employee's performance of his/her work duties.

B. JUST CAUSE

No bargaining unit member who has obtained seniority shall be disciplined without just cause and due process. The term "discipline" as used in this Agreement includes warnings, reprimands, suspensions with or without pay. The specific grounds for disciplinary action will be presented in writing to the bargaining unit member no later than at the time discipline is imposed.

The Board agrees that in assessing any disciplinary action against an employee in the bargaining unit, it shall not consider any formal disciplinary action taken against that employee which happened twelve (12) months or more prior to the date of the infraction under consideration.

C. A bargaining unit member shall be entitled to have present a representative of the Union during any meeting which will or may reasonably 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. Any Union Representative shall be available in the building, if one is not available the employee may request another employee to be present.

D. PERSONNEL FILE

A bargaining unit member will have the right to review the contents of all records of the Employer pertaining to said bargaining unit member originating after initial employment and to have a representative of the Union accompany him/her in such review. Other examinations of a bargaining unit member's file shall be limited to authorized administrative personnel, except that a non bargaining unit member Union representative may review such files when necessary for legitimate contract administration purposes or to provide the bargaining unit member representation in other administrative or legal proceedings.

No material, including but not limited to, student, parent or school personnel complaints originating after initial employment will be placed in a bargaining unit member's personnel file unless the bargaining unit member has had an opportunity to review the material. Complaints against the bargaining unit member shall be put in writing with names of the complainants; administrative action taken, and remedy clearly stated. The bargaining unit member may submit a written notation or reply regarding any material, including complaints, and the same shall be attached to the file copy of the material in question.

E. ASSAULT

Any case of assault upon a bargaining unit member while engaged in their work duties shall be promptly reported to the Employer. The Employer may promptly render all reasonable assistance to the bargaining unit member, when possible to present injury. The Employer will provide the bargaining unit member with access to its legal counsel to advise the bargaining unit member of his/her rights and obligations with respect to such assault, if such assault arose from the employee's performance of their regular duties as well as in connection with the handling of the incident by law enforcement and judicial authorities. Time lost by employees in connection with any incident resulting from actions noted above in this Article shall not be charged against the employee's accrued sick leave, nor shall any employee suffer any loss of wages not to exceed one (1) year.

Any medical bills incurred as part of the activities covered under this Article that are not paid for by the health insurance will be paid by the school district.

ARTICLE XX - INSURANCE PROTECTION

The parties agree that as soon as possible after ratification of this Agreement, the Employer will provide the following for all employees working thirty-five (35) or more hours per week. In addition, the Employer will pay 50% of the cost of the following for all employees working 30-34 hours per week, provided the employee elects to receive such coverage and pays those contributions in advance.

A. Blue Cross-Blue Shield Program: Rider CC-CLC (convalescent expense benefits); D45NM (comprehensive hospital care with MVF-1 medical surgical care; XF & EF (Medicare complementary coverage); ML (members liability rider); SD/DC (dependent eligibility); COB-3 (coordination of benefits); AS-I (Ambulance service); RPS (laboratory and x-ray expense benefits); VST (voluntary sterilization benefits); FAE-RC (accidental injury and medical emergency benefits); PPNV (pre and post natal care); Master Medical Supplemental Benefit Certificate, Option IV (catastrophic master medical); A-80 (vision care program); prescription drug benefits - no pay. This program will be implemented under the conventionally insured Blue Cross/Blue Shield plan described above or under an alternatively funded administrative services-only contract with Blue Cross/Blue Shield for all employees in this unit. The Board will pay the entire cost for twelve months, provided the bargaining unit member completed the contract year. Traditional Plan; a) 80/20 co-pay b)Master-Medical 100/200 deductible c)Prescriptions \$5.00 (generic) \$10.00 (brand) d)PSA test included. e) Mail order-90 day supply for single co-pay.

Blue Cross vision that provides \$5.00 deductible for examination; \$7.50 deductible for frames and \$7.50 deductible for lenses.

- B. The parties agree that as soon a practical after the ratification of this Agreement, the Employer will provide the Delta Plan with Class I and Class II benefits, which will provide a repayment in the amount of 80%. The Board will further provide Orthodontic Class II benefits subject to the terms and conditions of the carrier.
- C. Life Insurance: The Board will provide \$20,000 group term life insurance benefits with AD & D for all full time bargaining unit member employees. All other life insurance programs currently being provided to unit employees shall be continued without reduction. Effective July 1, 1997, the above life insurance shall be increased to \$20,000 per employee.
- D. Premiums shall be paid twelve (12) months per year. Employees who terminate their employment with the school district shall have their insurance benefits terminated immediately, but are eligible for health benefits provided by COBRA.
- E. When an employee is on an unpaid leave of absence for illness, the Board shall continue to pay for all existing fringe benefits for a period of six (6) months during which time the employee shall make arrangements to pay for all fringe benefits the employee wishes to keep in effect beyond the six (6) month period.
- F. The Board will continue the payment of the hospitalization insurance premium for laid off employees for 60 days from when the layoff is effective.

INSURANCE INCENTIVE PROGRAM

The parties agree that any savings achieved by the Administrative Services contract only insurance program up to a maximum of one half percent shall be equally distributed between all employees participating in the health insurance program.

The difference between the actual administrative cost and the illustrative conventional Blue Cross/Blue Shield rate shall be paid in a separate check to all employees once a year in December or January.

One half percent based against the prior years total actual employees salary paid in which the savings occurred.

Payment to be made equally to all eligible employees participating in the health insurance (ASC) program only. Illustrative conventional Blue Cross/Blue Shield rate effective July 1 set by Blue Cross/Blue Shield.

Only employees participating in ASC BC/BS in the year in which savings occurred will be involved in the distribution of savings.

For 1996-97 only eligible employees under contract on the first day of work of the 1996-97 school year will be eligible for the insurance incentive.

Employees who work 50% or more of their scheduled time will be eligible for the insurance incentive.

ARTICLE XXI - INFORMATION

The Board agrees to furnish to the Union in response to written requests reasonable information concerning the financial resources of the Board, including but not limited to, annual reports and audits, register of personnel belonging to the unit, name of all bargaining unit members, salaries and wages paid thereto, and such other information as is easily obtainable by the Board and has a relationship to the legitimate functions of the Union in processing grievances in the grievance procedure and for preparing bargaining proposals.

ARTICLE XXII - UNION ACTIVITIES

A. The Union and it's representatives shall have the right to use Employer buildings at all reasonable hours for meetings, provided that when special custodial service is required, the Employer may make reasonable charge therefore. Such request must be made in accordance with District procedures.

- B. A designated bulletin board will be made available in each building which bargaining members are assigned for posting notices of official routine Union business.
- C. The Union shall be permitted to use Board equipment, including typewriters, mimeograph machines, duplicating machines, copying machines, calculating machines, and audio visual items when such equipment is not otherwise in use. The Union shall pay for the reasonable cost of all materials and supplies incident to such use.
- D. The Board of Education shall permit a person or persons designated by the Union a maximum of ten (10) person pays total absence, without loss of pay to attend Union business, provided the Union reimburses the Board for the cost of the substitute if such substitute is utilized. The Union shall make such request one (1) week prior to the date of such conference. No more than five (5) individuals will be granted leave at one time unless specifically approved by the Administration.

ARTICLE XXIII - GENERAL

- A. 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 degree an appeal has not 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.
- B. Waiver Clause

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement. Therefore, the Union and the Employer, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subjects or matters not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

- C. A written job description shall be given to each employee.
- D. Medically Fragile

The Board shall provide specific information and training for any and all bargaining unit members who may be assigned to provide services to special needs or medically fragile students.

E. Supervisors

The Employer agrees that supervisors or non unit personnel shall not be used at any time to displace bargaining unit members.

F. Summer Youth Program

The use of young adults (students) to perform bargaining unit work involved in Summer Youth Programs is at the discretion of the Board providing the Union authorizes each specific program when required. The use of any such summer program will not result in the layoff, displacement, reduction of hours or any other benefit of regular employees. Regular employees shall not be required to supervise Summer Youth Program workers and shall not be held responsible for the quality or quantity of their work.

ARTICLE XXIV - COPE

Payroll deduction for COPE money at \$.01 per hour. Number of hours based on normal work schedule.

ARTICLE XXV - PRINTING OF AGREEMENT

Copies of this Agreement shall be printed by the Board. The Union will pay reasonable expenses up to half the cost.

ARTICLE XXVI - DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 2001, and shall continue in effect through June 30, 2003. Negotiations between the parties shall begin sixty (60) days prior to the contract expiration date. If pursuant to such negotiations, an agreement on the renewal on modifications is not reached prior to the expiration date, this agreement shall expire at such expiration date unless it is extended by mutual agreement of the parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their authorized representatives as of the th day of 2007, 2005, llon Buena Vista School District Service Employees International Union Local 517M 2 Wolverine Representative Wolverine Representative Buena Vista School District Representative Buena Vista School District Representative 1

Glenda Simon, Union Chapter President

APPENDIX B PROTECTION OF THE BARGAINING UNIT

The following information is presented as information only and is not to be considered a part of this Collective Bargaining Agreement. It is understood that none of this appendix is subject to the grievance procedure since it is the law in Michigan and as such is enforced by the Michigan Employment Relations Commission and the courts. Any employee who feels that the union or the school district has violated this law has the right to file charges with the Michigan Employment Relations Commission.

432.206 Public employee; conduct deemed strike; proceeding to determine violation of act; time; decision, review.

Sec. 6. Notwithstanding the provisions of any other law, any person holding such a position who, by concerted action with others, and without the lawful approval of his superior, willfully absents himself from his position, or abstains in whole or in part from the full, faithful and proper performance of his duties for the purpose of inducing, influencing or coercing a change in the conditions or compensation, or the rights, privileges or obligations of employment shall be deemed to be on strike but the person, upon request, shall be entitled to a determination as to whether he did violate the provisions of this act. 423.209 Public employees forming or joining labor organizations; collective bargaining.

Sec. 9. It shall be lawful for public employees to organize together or to form, join or assist in labor organizations, to engage in lawful concerned activities for the purpose of collective negotiation or bargaining or other mutual aid and protection, or to negotiate or bargain collectively with their public employers through representatives of their own free choice.

423.210 Prohibited conduct; service fee.

Sec. 10. (1) It shall be unlawful for a public employer or an officer or agent of a public employer (a) to interfere with, restrain or coerce public employees in the exercise of their rights guaranteed in section 9, (b) to initiate, create, dominate, contribute to, or interfere with the formation or administration of any labor organization: Provided, that a public employer shall not be prohibited from permitting employees to confer with it during working hours without loss of time or pay; (c)to discriminate in regard to hire, terms or other conditions of employment in order to encourage or discourage membership in a labor organization: Provided further, that nothing in this act or in any law of this state shall preclude a public employer from making an agreement with an exclusive bargaining representative as defined in section 11 to require as a condition of employment that all employees in the bargaining unit pay to the exclusive bargaining representative a service fee equivalent to the amount of dues uniformly required of members of the exclusive bargaining representative; (d) to discriminate against a public employee because he has given testimony or instituted proceedings under this act; or (e) to refuse to bargain collectively with the representatives of its public employees, subject to the provisions of section 11. (3) It shall be unlawful for a labor organization or its agents (a) to restrain or coerce; (I) public employees in the exercise of the rights guaranteed in section 9: Provided, that this subdivision shall not impair the right of a labor organization to prescribe its own rules with respect to the acquisition or retention of membership therein; or (ii) a public employer in the selection of its representatives for the purposes of collective bargaining or the adjustment of grievances; (b) to cause or attempt to cause a public employer to discriminate against a public employee in violation of subdivision (c)of subsection (1); or (c)to refuse to bargain collectively with a public employer, provided it the representative of the public employer's employees subject to section 11

423.211 Public employees; designation of bargaining representatives, grievance of individual employees.

Sec. 11. Representatives designated or selected for purposes of collective bargaining by the majority of the public employees in a unit appropriate for such purposes, shall be the exclusive representatives of all the public employees in such unit for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment or other conditions of employment, and shall be so recognized by the public employer. Provided, the grievances adjusted, without intervention of the bargaining representative, if the adjustment is not inconsistent with the terms of a collective bargaining contract or agreement then in effect, provided that the bargaining representative has been given opportunity to be present at such adjustment.

MISCELLANEOUS

- 1. It is understood that the Board may implement a program for a requirement of uniforms, either for a part or for the entire work force, at anytime during the life of this agreement, consistent with the below noted agreements:
 - a. The providing of the uniforms shall be at the Board expense, unless otherwise mutually agreed to by both parties.
 - b. In the implementation of any such uniform policy, the union shall be offered an opportunity to review said policy, prior to its implementation.
- 2. It is agreed that issues related to security will be discussed as soon as practical after ratification of this agreement.
- 3. It is agreed that the development of a Policy on "Personal Effects" will be discussed as soon as practical after ratification of this agreement.
- 4. It is agreed that the wages for the employees in the following positions on July 1, 1996 will be grandfathered:

High School Guidance Secretary, High school Attendance Secretary and High School General Secretary.

2001-2002	1	2	3	4	5	6	7	8	9	10	11	12
Clerk Librarian	9.98	10.19	10.39	10.60	10.83	11.04	11.27	11.51	11.73	11.98	12.22	12.47
Building Secretary I	10.26	10.46	10.68	10.90	11.12	11.35	11.59	11.81	12.05	12.30	12.56	12.80
Building Secretary II	10.52	10.74	10.96	11.18	11.41	11.64	11.89	12.12	12.37	12.62	12.88	13.14
Building Secretary III	10.96	11.18	11.41	11.64	11.89	12.12	12.37	12.62	12.88	13.14	13.40	13.68
Head Cook	9.32	9.51	9.70	9.90	10.09	10.30	10.51	10.73	10.95	11.17	11.40	11.63
Cook	8.19	8.35	8.53	8.70	8.87	9.05	9.24	9.42	9.62	9.82	10.01	10.22
Cook's Helper/Cashier	7.31	7.47	7.61	7.77	7.92	8.09	8.25	8.43	8.59	8.77	8.94	9.13
Paraprofessional	8.15	8.30	8.48	8.65	8.83	9.01	9.20	9.38	9.58	9.77	9.97	10.18
Noon Hour Helper	7.24	7.40	7.55	7.69	7.86	8.01	8.18	8.34	8.52	8.68	8.86	9.04
Crossing Guard	7.24	7.40	7.55	7.69	7.86	8.01	8.18	8.34	8.52	8.68	8.86	9.04
Bus Chaperone	7.24	7.40	7.55	7.69	7.86	8.01	8.18	8.34	8.52	8.68	8.86	9.04
Campus Safety Officer	10.63	10.85	11.06	11.30	11.53	11.75	12.00	12.24	12.49	12.75	13.01	13.28
2002-2003	1	2	3	4	5	6	7	8	9	10	11	12
Clerk Librarian	10.28	10.50	10.70		11.15	11.37		11.86			12.59	12.84
Building Secretary I	10.57	10.77	11.00	11.23	11.45	11.69		12.16	12.41		12.94	13.18
Building Secretary II	10.84	11.06	11.29	11.52	11.75	11.99	12.25	12.48	12.74	13.00	13.27	13.53
Building Secretary III	11.29	11.52	11.75	11.99	12.25	12.48		13.00	13.27	13.53		14.09
Head Cook	9.60	9.80	9.99	10.20	10.39	10.61	10.83	11.05	11.28	11.51	11.74	11.98
Cook	8.44	8.60	8.79	8.96	9.14	9.32	9.52	9.70	9.91	10.11	10.31	10.53
Cook's Helper/Cashier	7.53	7.69	7.84	8.00	8.16	8.33	8.50	8.68	8.85	9.03	9.21	9.40
Paraprofessional	8.39	8.55	8.73	8.91	9.09	9.28	9.48	9.66	9.87	10.06	10.27	10.49
Noon Hour Helper	7.46	7.62	7.78	7.92	8.10	8.25	8.43	8.59	8.78	8.94	9.13	9.31
Crossing Guard	7.46	7.62	7.78	7.92	8.10	8.25	8.43	8.59	8.78	8.94	9.13	9.31
Bus Chaperone	7.46	7.62	7.78	7.92	8.10	8.25	8.43	8.59	8.78	8.94	9.13	9.31
Campus Safety Officer	10.95	11.18	11.39	11.64	11.88	12.10	12.36	12.61	12.86	13.13	13.40	13.68

Wolverine Teacher Asst.

2003-2004 Pay Scale Same as 2002-2003 2004-2005 Pay Scale Same as 2002-2003

13.54

2005-2006	1	2	3	4	5	6	7	8	9	10	11	12
Clerk Librarian	10.69	10.92	11.13	11.36	11.60	11.82	12.07	12.33	12.56	12.83	13.09	13.35
Building Secretary I	10.99	11.20	11.44	11.68	11.91	12.16	12.42	12.65	12.91	13.18	13.46	13.71
Building Secretary II	11.27	11.50	11.74	11.98	12.22	12.47	12.74	12.98	13.25	13.52	13.80	14.07
Building Secretary III	11.74	11.98	12.22	12.47	12.74	12.98	13.25	13.52	13.80	14.07	14.35	14.65
Head Cook	9.98	10.19	10.39	10.61	10.81	11.03	11.26	11.49	11.73	11.97	12.21	12.46
Cook	8.78	8.94	9.14	9.32	9.51	9.69	9.90	10.09	10.31	10.51	10.72	10.95
Cook's Helper/Cashier	7.83	8.00	8.15	8.32	8.49	8.66	8.84	9.03	9.20	9.39	9.58	9.78
Paraprofessional	8.73	8.89	9.08	9.27	9.45	9.65	9.86	10.05	10.26	10.46	10.68	10.91
Noon Hour Helper	7.76	7.92	8.09	8.24	8.42	8.58	8.77	8.93	9.13	9.30	9.50	9.68
Crossing Guard	7.76	7.92	8.09	8.24	8.42	8.58	8.77	8.93	9.13	9.30	9.50	9.68
Bus Chaperone	7.76	7.92	8.09	8.24	8.42	8.58	8.77	8.93	9.13	9.30	9.50	9.68
Campus Safety Officer	11.39	11.63	11.85	12.11	12.36	12.58	12.85	13.11	13.37	13.66	13.94	14.23
ł	 											

Wolverine Teacher Asst. 14.08