

**MASTER AGREEMENT
 BETWEEN
 SUTTONS BAY PUBLIC SCHOOLS
 AND THE
 SUTTONS BAY EARLY CHILDHOOD EDUCATION ASSOCIATION
 2009/2010 School Year**

<u>ARTICLE</u>	<u>SUBJECT</u>	<u>PAGE</u>
1	Recognition.....	2
2	Board's Rights and Responsibilities.....	3
3	Association Rights and Responsibilities.....	4
4	Definitions.....	6
5	Working Conditions.....	7
6	Grievance Procedure.....	9
7	Bargaining Unit Member Evaluations.....	11
8	Vacancies and Assignments.....	12
9	Reduction in Personnel, Layoff, Recall.....	13
10	Leaves of Absence.....	14
11	Leaves Without Pay.....	15
12	Vacations/Holidays.....	16
13	Compensation.....	17
14	Insurance.....	18
15	Dues, Fees and Deductions.....	19
16	Wages.....	21
17	Duration.....	22
Appendix A	Approved Absence Request Form.....	23
	Grievance Form.....	24
	Evaluation Form.....	26

ARTICLE 1
RECOGNITION

- A. The Suttons Bay Board of Education hereinafter called the "District" or "Board" hereby recognizes the Suttons Bay Early Childhood Education Association, affiliated with the MEA/NEA, hereinafter known as the "Association," as the exclusive bargaining representative as defined in Section II of the Public Employment Relations Act, as amended, for all full-time and regularly scheduled part-time pre-school educators and assistants employed by the Suttons Bay Public Schools, but excluding temporary and substitute employees, supervisors, administrators, teachers and all other employees.

- B. All personnel represented by the Association in the above-defined bargaining unit shall, unless otherwise indicated, hereinafter be referred to as "Bargaining Unit Members" or "employees."

- C. The Board of Education agrees not to extend these rights to any other labor organization for the duration of this Agreement.

ARTICLE 2
BOARD RIGHTS

- A. In order to carry out its responsibility for the development and operation of education programs providing the best possible educational opportunity for the Suttons Bay Public School District consistent with community resources, the Board retains and reserves unto itself, all powers, rights, authority, duties and responsibilities conferred upon and vested in the Board by law including by way of illustration, the following:
1. The supervision, direction and control of the management and administration of the school system, its properties and facilities.
 2. The right to hire all employees and subject to provisions of the law, to determine their qualifications, to discharge, demote, or otherwise discipline employees and to promote and transfer employees.
 3. The right to establish grades and courses of instruction including special programs and to provide for recreational and social events for students as deemed necessary or advisable by the Board.
 4. The selection of teaching materials and various teaching aids.
 5. The right to determine class schedules, class size, the hours of instruction and the assignment of educators and other employees with respect thereto.
- B. The exercise of the forgoing powers, rights, duties, and responsibilities by the Board and the adoption of policies, rules, regulations and practices in the furtherance thereof, shall be the exclusive prerogative of the Board except as otherwise limited by express provision of this Agreement.
- C. Copies of the Master Agreement shall be printed at the expense of the Board and furnished to all bargaining unit members. The Association shall receive three (3) additional copies. All new hires shall receive a copy on the date of hire by the employer and be informed of their obligations under Article 15 by the Association

ARTICLE 3
ASSOCIATION RIGHTS AND RESPONSIBILITIES

- A. The Association shall have the right to use school facilities outside regular school hours consistent with Board policy regarding public use of these facilities.
- B. The Association may post notices of its activities and matters of Association concern on staff bulletin boards and departmental bulletin boards.
- C. Elected representatives of the Association shall be permitted to transact official Association business on school property during non-duty hours, provided this shall not interfere with or interrupt normal school operations.
- D. The Association may use school inter-district mail and e-mail service for communication to others.
- E. No bargaining unit member who has completed his/her probationary period shall be disciplined without just cause.
- F. A bargaining unit member shall have prior notification of any meeting when disciplinary action beyond verbal reprimand can be reasonably expected.
- G. A bargaining unit member shall be entitled, at the request of the bargaining unit member, to have present a representative of the Association during any meeting with administration where disciplinary action can reasonably be expected. When a request for such representation is made, no disciplinary action shall be taken with respect to the bargaining unit member until such representative of the Association is present.
- H. Members will have the right to review the contents of their personnel records and files with the exception of those items excluded from the definition of "personnel record" in the Bullard-Plawecki Employee Right to Know Act and to have a representative of the Association accompany him/her to such review. Reviews will be conducted at times convenient to the administration, but no later than ten (10) working days from the date of request. In the event that the district receives a Freedom of Information Act (FOIA) request for the personnel file(s) of any bargaining unit member(s), the District shall notify the bargaining unit member. The bargaining unit member will be provided an opportunity to review the contents before the release of the information.
- I. No disciplinary or evaluative material, originating after initial employment will be placed in his/her personnel file unless the member has had an opportunity to review the material. Unsigned or anonymous communications will not become a part of a personnel file.
- J. No action will be taken on any complaint against a member unless the complaint is in writing and signed by the complainant.
- K. The member may submit a written notation within ten (10) working days of knowledge of material regarding any material including complaints and the same shall be attached to the file copy of the material in question.

L. When a member is requested to sign material placed in the file, such signature shall be understood to indicate his/her awareness of the material but shall not be interpreted to mean agreement with the content of the material.

M. Under normal circumstances a system of progressive discipline will be followed that would consist of:

Verbal warning or reprimand by appropriate supervisor
Written warning or reprimand by appropriate supervisor
Suspension with or without pay
Dismissal

It is understood that a violation may be so significant or the employee's disciplinary history record such that the disciplinary action required may involve skipping one or more of these steps to reach the appropriate level of disciplinary action.

N. The Employer agrees to furnish to the Union in response to reasonable requests for all available information concerning the financial resources of the District, the budget, and such other information as will assist the Union in preparing for grievances and for negotiations. This information includes, but is not limited to: names, addresses, seniority, wage experience credit, anniversary dates of all bargaining unit members and compensation paid to them, agendas, minutes, and reports of or to all Employer Board meetings, and census and membership data. Reports exempt from disclosure by law or from closed sessions as defined by the Open Meetings Act are excluded.

O. Special conferences for important matters of mutual concern may be arranged at the request of either party. Such conferences shall be scheduled within ten (10) calendar days of such request

P. At the beginning of the school year, the Association shall be credited with three (3) non-cumulative paid days to be used to conduct Association business. These days may be used by the Association Officers or their designees who are members of the Association to conduct Association business under the following conditions:

1. The Association shall request such leave from the Superintendent or his/her supervisor designee not less than forty-eight (48) hours in advance.
2. No more than two (2) members may take said leave on the same day.
3. No more than one event per month will be used for such leave.
4. The Association shall reimburse the district for the cost of a substitute if a substitute is hired.
5. The Request for Association Business Leave Form will be used stating the reason for the requested leave (see Appendix C).
6. If extenuating circumstances warrant, the Superintendent or his/her supervisor designee may waive any of the above conditions.

ARTICLE 4
DEFINITION

- A. Seniority - Seniority shall be defined as the length of continuous, uninterrupted service within each classification of the bargaining unit in the district. Employees moving from one classification to another shall retain seniority accrued in any other classification but may not transfer said classification seniority into the new classification assignment. Accumulation of seniority shall begin from the bargaining unit member's first working day in the classification in which seniority is accrued. 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. Seniority shall be lost by a bargaining unit member upon termination, resignation, or retirement. Bargaining unit members on layoff shall not accrue seniority, vacation days, or other leave days. Bargaining unit members who are on leave shall have their seniority adjusted by the amount of time that they are on leave. Leaves less than a year in duration shall not affect a bargaining unit member's continuous, uninterrupted service.

- B. Probation - 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. The probationary period shall be sixty (60) work days.

- C. Classifications - For purposes of this Agreement, all bargaining unit members shall be placed in the following classification(s) based on their current assignments:
 - A. Lead Educator
 - B. Assistant Educator

ARTICLE 5
WORKING CONDITIONS

A. School Closing

Bargaining unit employees are expected to work on each workday that schools are closed due to inclement weather or other emergency condition which requires the closing of a building unless notified otherwise by their supervisor. The reporting time may vary based on the conditions and will be worked out between the employee and their supervisor.

If inclement weather or an emergency is determined in a building and all employees in that building are directed by the Employer to be sent home early or report late, those bargaining unit members will receive pay for regularly scheduled hours.

B. Work Areas, Supplies and Equipment

Employees work and work areas are to be kept clean and safe according to established federal, state and local standards. Employees will be given proper safety equipment and instruction in regard to the operation of equipment and the handling and disposal of dangerous substances. Employees will be given adequate and appropriate, as determined by the District, supplies and equipment that are in good repair to perform their assigned duties.

C. Student Discipline

All school employees have responsibilities in creating a safe and orderly environment. 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 areas. The Employer shall take reasonable steps in accordance with Board Policies and Administrative Regulations to assist the bargaining unit member in carrying out their responsibilities with respect to students who are disruptive or who repeatedly violate rules and regulations. The use of any physical force with a student is permitted only under the conditions set forth in Board Policy and related Administrative Regulations.

D. Medication

Bargaining unit members shall be required to dispense or administer medication, or perform diapering or medically related procedures as prescribed by a parent, guardian or physician in accordance with the medical permission forms.

E. Supervision

Each bargaining unit member's position shall be designated on the District's Organizational Chart. The employee shall report to and be evaluated by the designated administrator or supervisor for that position.

F. District School Improvement Committee

The Association may appoint a representative to the District School Improvement Committee. Service on this committee shall be voluntary. Failure to serve on the School Improvement Committee shall not be considered in any evaluation.

G. Seniority List

The Employer shall prepare, maintain and post the seniority list. The initial seniority list shall be prepared within thirty (30) work days after the effective date of this Agreement. By October 1 of each school year, the Employer shall prepare a seniority list. Copies shall be posted and a copy given to the Association President by October 15th. Any bargaining unit member may submit a challenge in writing within ten (10) working days of the posting of the

seniority list. The Association and Administration will meet to review the challenge and correct or affirm the list within ten (10) working days. If no challenges are made, the list shall be regarded as conclusively accurate. If an employee reaches retires but desires to return to work after the required 30 day non-work period, the employee's seniority position will be frozen during the 30 day non-work period and resumed upon his/her return. Retirees do not accrue seniority. Retirees will only be considered for classification openings, overtime, extra activities, after regular bargaining unit members are considered, by seniority, within the affected classification. . If a bargaining unit member transfers to a non-bargaining unit position within the district, his/her seniority will be frozen.

H. Lunch Periods and Breaks

All full-time bargaining unit members shall receive a minimum of ½ hour uninterrupted duty-free unpaid lunch period which shall be scheduled approximately mid-shift.

I. Fall Set-up

All bargaining unit employees shall work five (5) days prior to the beginning of the school year to clean and set up their classrooms or work areas in preparation for the new school year. Three of these days may be scheduled for staff training and/or inservice.

J. Pre-K Staff and PLC Meetings

One member of the bargaining unit shall be released to attend the monthly Pre-K staff meeting on the first Wednesday of each month on a rotational basis, and one member from the pre-school unit and one from the toddler room shall be released to attend the monthly PLC meeting for Pre-K staff. If needed, the employer shall provide a substitute for said employee(s).

ARTICLE 6
GRIEVANCE PROCEDURE

- A. A grievance shall be a complaint by a member, members, or the Association that there has been a violation of any provision of this Agreement. The following matters shall not be the basis of any grievance filed under the procedure outlined in this article;
1. The termination of services of, or failure to reemploy, any probationary member.
 2. The content of an employee evaluation.
- B. The Association shall designate its own representative to process grievances. The Association will give the Board written notification of the identity of the Association's representative. The Board designates the building principal or classification supervisor to act as its representative at Level One as hereinafter described and the superintendent or his/her designee to act at Level Two as hereinafter described.
- C. Written grievances under this article shall conform to the following specifications:
1. It shall be signed by the grievant(s) and the Association.
 2. It shall be specific.
 3. It shall contain a synopsis of facts giving rise to the grievance.
 4. It shall cite the specific section(s) alleged to have been violated.
 5. It shall contain the date of the alleged violation.
 6. It shall specify the relief requested.
- D. Any grievance not in compliance with C. (1-6) may be challenged as improper. Grievances challenged under this provision shall be corrected within time limitations hereinafter set forth.
- E. Time limitations hereinafter established may be extended only by written, mutual consent of the parties.
- F. Level One: A member of the bargaining unit alleging violation of any provision of this Agreement shall, within ten (10) days of the alleged violation, orally discuss the grievance with the building principal/supervisor. An Association representative may be present at this oral conference. If no resolution is obtained within two (2) days of the discussion, the member shall reduce the grievance to writing as described in C. (1-6) supra. The written grievance form must be submitted to the principal/supervisor within two (2) days of the oral discussion. Within five (5) days of the receipt of the grievance, the principal/supervisor shall answer the grievance expressing written disposition with a copy of the grievance returned to the aggrieved.
- If no decision is rendered within five (5) days of the receipt or the decision is unsatisfactory to the grievant and the Association, the grievant shall, within five (5) days, appeal same to Level Two by filing such written grievance. A day is defined as a workday when Central Office is open, Monday through Friday.
- G. Level Two: A copy of the written grievance shall be filed with the Superintendent or his/her designated agent as specified in Level One with the endorsement thereon of the approval or disapproval of the Association. Within five (5) days of receipt of the written grievance, the superintendent or his/her designated agent shall arrange a meeting with the grievant(s) and/or the designated Association representative, at the option of the grievant, to discuss the grievance. Within five (5) 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 and the Association classification representative.

If no decision is rendered within five (5) days of the discussion or the decision is unsatisfactory to the grievant and the Association, the grievant shall, within five (5) days, appeal same to Level Three by filing such written grievance.

- H. Level Three: A copy of the written grievance shall be filed with the President of the Board by the Association representative. Upon receipt of the written grievance, the President shall place the grievance on the agenda for the next regularly scheduled meeting of the Board. The Board shall render its decision not later than twenty (20) days after its hearing of the grievance.
- I. Level Four: If the grievance is not resolved under the procedures set forth in the previous steps, either party may refer the grievance to the Michigan Bureau of Employment Relations for mediation, said submission to be made not later than fifteen (15) days following receipt of the answer to the grievance by the Board.
- J. Level Five: If the Association is not satisfied with the disposition of the grievance at Level Four, it may, within ten (10) days after the decision of the Board, refer the matter for arbitration to the American Arbitration Association, in writing, and request the appointment of a mutually selected arbitrator to hear the grievance. If the parties cannot agree on an arbitrator, he/she shall be selected in accordance with the rules of the American Arbitration Association.

The decision of the arbitrator shall be final and conclusive and binding upon employees, the Board, and the Association. Subject to the right of the Board or the Association to judicial review, any lawful decision of the arbitrator shall be forthwith placed in effect.

The arbitrator shall have no power to add to, subtract from, disregard, alter or modify any terms of this agreement.

The arbitrator's fees and expenses shall be shared equally by the Board and the Association. All other expenses shall be paid by the party incurring the expenses.

Arbitrator hearings shall be held in the district unless the parties mutually agree to another location.

- K. Should a member or the Association fail to institute a grievance within the time limits specified, the grievance will not be processed. Should a member or the Association fail to appeal a decision within the limits specified, further proceedings of the grievance procedure shall be barred. Should the administration or the Board fail to respond to a grievance within the time limitations herein established, the grievance shall be automatically advanced to the next level.
- L. The processing of grievances or any consideration thereof, shall not be conducted during duty hours except by mutual consent.

ARTICLE 7
BARGAINING UNIT MEMBER EVALUATIONS

- A. Employee evaluation is an integral component of school improvement. Administrators and supervisors and employees being evaluated shall mutually agree upon:
- a. specific criteria on which the employee will be evaluated.
 - b. support and assistance
 - c. types of data collected to validate performance
- B. Probationary employees will be evaluated by the end of their sixty (60) day probationary period. Non-probationary employees will be evaluated at least every three (3) years.
- C. The evaluator(s) will collect and review performance related information from relevant documented sources. These sources may include formal and informal observation of employee's work, employee self-evaluations and other sources that will lead to continued improvement in performance of all employees.
- D. Formal observations shall be reduced to writing and a copy given to the bargaining unit member within ten (10) days of the observation. If the bargaining unit member disagrees with the evaluation, he/she may submit a written response which shall be attached to the file copy of the evaluation in question.
- If a supervisor believes a bargaining unit member is doing unacceptable work, the reasons therefore shall be set forth in specific terms, as shall an identification of the ways in which the bargaining unit member is to improve, and of the assistance to be given by the Employer towards that improvement. In subsequent observation reports, previously noted deficiencies shall be addressed regarding improvement.
- E. 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. The employee's signature on the evaluation does not imply agreement with the contents of the report.
- 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, and if the employee agrees, with a copy sent to the Association.
- G. Written evaluations will use the current form attached in Appendix C. If the form is modified, all affected employees will receive copies before the form is used in evaluation.

ARTICLE 8
VACANCIES AND ASSIGNMENTS

- A. Vacancy Defined - A vacancy shall be defined as a newly-created position or a present position that the Board intends to fill, but which is not filled.
- Vacancy Posting - All vacancies shall be posted in a conspicuous place in each building of the district for a period of ten (10) workdays or five (5) days in case of an emergency with consultation with Association President. Said posting shall contain the following information with a copy to the Association President:
- a. Type of work
 - b. Location of work
 - c. Desired starting date
 - d. Hours to be worked
 - e. Classification
 - f. Preferred requirements as reflected in the job description.
- B. Vacancy Notification - Interested parties may apply in writing to the Superintendent, or designee, within the posting period. Bargaining unit members who wish to be considered for any openings that may occur during the summer should submit a letter of interest before the last day of school. The posting will also be placed in the pay envelopes of those receiving paychecks through the summer.
- C. Award of Vacancy - In filling vacancies, preference will be given to applicants within the same classification, including those on layoff in that classification, based on the applicant's ability to meet the certifications and qualifications of the position and seniority.
- D. Selection - After completion of the selection process, the Employer shall make known its decision as to which applicant has been selected to fill the posted position. Each bargaining unit member who applied shall be so notified in writing with a copy provided to the Union.
- E. Multiple Assignments - Bargaining unit members may work in more than one classification. Their placement on the wage schedule will be based on their qualifications and experiences in each classification. Thus, their pay rates may vary in each classification.
- F. Trial Period - In the event of a promotion or transfer from one classification to another, the bargaining unit member shall be given a thirty (30) workday trial in which to show his/her ability to perform on the new job. The Employer shall give the promoted *or* transferred bargaining unit member reasonable assistance to enable him/her to meet the Employer's standards of the new job. If the bargaining unit member is unable to demonstrate ability to satisfactorily 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. Successful completion of this Trial Period shall be credited towards the (60) sixty day Probationary Period.
- G. Subcontracting - The Board agrees that generally, supervisors or non-unit personnel will not be used to displace bargaining unit members regularly employed by the District. The Board reserves the right to subcontract. When the Board is considering subcontracting, it will notify the Union as to that possibility prior to implementation.

ARTICLE 9
REDUCTION IN PERSONNEL, LAYOFF, AND RECALL

- A. If the Employer determines it necessary to reduce the work force, the Association shall be informed in writing at least two weeks prior to the anticipated reduction in work force and the reason(s) for such reduction.
- B. The Employer will notify employees in writing a minimum of two weeks prior to any layoff. A copy of the notice to the employee will be sent to the Association at the same time.
- C. In the event of a reduction in work force, such reduction shall take place by unit, classification and seniority. Probationary employees will be laid off first.
- D. Substitute Priority - A laid-off bargaining unit member shall, upon application be granted priority status on the substitute list. Pay and benefits while on the sub list will be those of a substitute.
- E. When the work force is increased after a layoff, employees will be recalled according to seniority, with the most senior employee within the classification on layoff being recalled first. Recalled employees shall be reinstated with all accumulated sick leave and earned vacation time as of the time of layoff as well as same placement on the salary schedule at the time of layoff. The recall notice shall state the time and date on which the bargaining *unit* member is to report back to work and the employee's current status regarding sick leave and earned vacation time. It shall be the bargaining unit member's responsibility to keep the Employer notified as to his/her current mailing address.
- F. The Employer shall give written notice of recall from layoff by mailing a registered or certified letter to the employee at the last address the employee has left with the Employer with a copy forwarded to the Association at the same time. If an employee fails to report for work within ten (10) calendar days of mailing, he/she shall be considered a quit. The ten (10) day period may be waived by mutual agreement between the Association and the Superintendent.
- G. Any layoff under this article shall suspend for the duration of the layoff the Employer obligation to pay salary or fringe benefits under this Agreement. The employee will be notified of options in regard to paying for benefits lost during layoff.
- H. Bargaining unit members on layoff shall not accrue seniority, vacation days or other leave days.

ARTICLE 10
LEAVES OF ABSENCE WITH PAY

- A. Employees may earn up to twelve days of sick leave per year at the rate of one per month. The unused portion of sick leave may accumulate from year to year to a maximum of one hundred twenty (120) days. The members may use all or a portion of this leave to recover from his/her own illness/injury. In the case of an emergency, additional sick days may be granted at the discretion of the Board or its designee. Minimum time debited for the use of sick leave shall be in one-hour increments. Upon retirement from the district, an employee shall receive compensation of fifty (50%) of Step 1 in his/her classification for unused sick days up to 120 days.
- B. A bargaining unit member may take a maximum of five (5) bereavement days per school year for a death in the immediate family, not chargeable against the sick leave balance. Immediate family shall be the member's parents, spouse, children, grandchildren, siblings, step-parents, grandparents, mother-in-law, father-in-law, grandparents-in-law or sister/brother in law. Any days needed for bereavement which are not part of the aforementioned family will be deductible from sick leave and are to be considered on a case by case basis by the Superintendent or his/her designee.
- C. A bargaining unit member may use a maximum of five (5) sick days per school year to attend to the illness/injury of a member of the immediate family. In the case of an emergency, additional sick days may be granted at the discretion of the Board or its designee.
- D. A member required to perform jury duty or appear as a witness under subpoena in a court of law shall receive his/her regular compensation and shall remit the court-paid fee, less court-paid expenses, directly to the administration.
- E. Approved Absence Days: Two (2) days per work year may be granted by the Superintendent or his/her supervisor designee for an Approved Absence Day for an employee to conduct business which cannot be conducted outside regular work hours. The use of Approved Absence Days shall be subject to the following conditions:
- 1) Notification must be made in writing stating the reason for the requested absence to the Superintendent or his/her designee at least twenty-four (24) hours prior to the day requested using the Approved Absence Request Form (Appendix A) except in an emergency situation. The Superintendent's decision or his/her supervisor designee's decision on the request shall be final.
 - 2) Approved Absence Days shall not be used for personal gain or recreational (hunting, camping, shopping, etc.) purposes.
 - 3) Approved Absence Days may not be taken the day before or day after a holiday or vacation period. Leaves may not be taken the first day of the school year or the last day of the school year.
 - 4) Exceptions to the above provisions may be granted on a case-by-case basis by the Superintendent or his/her supervisor designee whose decision shall be final.
 - 5) Unused Approved Absence Days will be carried over as sick days.
 - 6) Improper use of Approved Absence Days by an employee will result in the loss of wages and benefits for that day(s) as well as loss of Approved Absence Days for a three (3) year period following such misuse.

ARTICLE 11
LEAVES WITHOUT PAY

- A. A leave of absence may be granted by the administration. Any leave of absence under this provision shall be taken without pay or accrual of contractual benefits (e.g., sick leave). Leaves may be granted for the following reasons:
1. Full-time academic or vocational study related to the employee's work area.
 2. Other full-time educational participation involving demonstrable advantage to the district.
 3. Campaigning for a full-time political office.
 4. Recovery from an illness/injury which exceeds the accumulated sick days allowance upon presentation of medical evidence demonstrating the nature of the illness/injury.
 5. Other reasons (e.g., maternity, child care, adoption, family trips) approve in conformity with the provision of this Agreement, at the discretion of the Administration and availability of replacements.
 6. Leaves for medical reasons.
- Leave requests which fall under the Family and Medical Leave Act (FMLA) provisions shall be governed by those provisions.
- B. Members required to perform military service will be granted leave of absence under provisions of applicable federal law.
- C. A leave of absence must be requested in writing to the superintendent not less than thirty (30) days prior to the desired starting date of the leave. The actual starting date and date of return from leave will be decided by mutual agreement of the member and the superintendent. Exceptions to this provision may be granted at the discretion of the Board.
- D. An extension of the leave, not to exceed one (1) year, may be granted at the discretion of the Board provided that the member places a request for extension in writing not later than forty-five (45) days prior to the return date established under Paragraph D supra. Exceptions to this provision may be granted at the discretion of the Board,
- E. Upon return from a leave of absence, a member shall be assigned to the former position, if available, or an equivalent position.
- F. A member may use accumulated sick days up to the starting date of the leave provided he/she performs all contractual duties and responsibilities.
- G. Members on unpaid leave of absence who desire to maintain their medical insurance may, subject to the provisions of the carrier, make provision for payment of the premium. The Board has no obligation to pay any insurance premium for a member on unpaid leave of absence, except as otherwise required for bargaining unit members entitled to contribution of insurance under the Family and Medical Leave Act.

ARTICLE 12
VACATIONS/HOLIDAYS

- A. Vacation - Bargaining unit members shall receive paid vacation time after they have worked at least twelve months. During the first twelve months of employment, the employee will earn up to five (5) vacation days at the rate of one (1) per month beginning with the seventh month. In each succeeding year they may earn one (1) additional day per year up to a maximum of fifteen (15) vacation days per year. Scheduling of vacation days must be made with the employee's supervisor so as to minimize the impact of the absence. Should more than one employee request the same date(s), the affected bargaining unit member having the greatest seniority shall be granted his/her preferred vacation date(s) if necessary. Vacation dates must be used within a calendar year of their being earned unless otherwise authorized in writing by the superintendent or his/her supervisor designee. Requests for "alternate" vacation days and "carry over" vacation days must be made in writing using the Alternate Vacation Days Request Form (See Appendix B).
- B. Holidays - Bargaining unit members shall have the following days off with pay. Pay will 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.
- New Years Day
 - Memorial Day
 - July 4th
 - Labor Day
 - Thanksgiving Day and the day after
 - Christmas Eve
 - Christmas Day

ARTICLE 13
COMPENSATION

- A. Increase in wages within classification will occur September 1 each year.
- B. Overtime Pay - Time and a half or comp time will be paid/given for any time worked in excess of forty (40) hours in any given week. Overtime must have the prior approval of the supervisor and the superintendent, except in emergencies. Overtime or extra activity hours will be offered on a rotation basis school wide by classification seniority and will include full and part time employees.
An overtime list by classification will be maintained and kept current by the classification supervisor. Employees turning down overtime will be moved to the bottom of the overtime list.
- C. Substitutes - The Employer shall provide substitutes, if available, whenever a regular bargaining unit member is absent. Employees requiring a substitute shall call WillSub using the provided password and ID to request a substitute.
- D. Substitute Rate - A regular bargaining unit member involuntarily assigned to perform the work of an absent bargaining unit member shall be paid his/her regular hourly rate or Level 1 if in a different classification, whichever is higher.
- E. Licensing/Training/Physical Exam/Tuberculosis Testing – The District shall pay for all required testing and training and tuberculosis (TB) testing. The District will arrange for the physical exam with Munson Urgent Care and pay for its cost. Should the employee choose to use another physician, the District will reimburse the employee’s cost up to the amount charged by the aforementioned local physician.

Preschool educators taking District approved courses at State-supported accredited institutions in Michigan will be reimbursed for fifty (50%) percent of the tuition charges of the institution offering the course times their FTE employment status rate.

ARTICLE 14
INSURANCE

Employees will be eligible for a Flexible Spending Account. Employees shall receive an amount equal to 7% of the employee's gross wages which will be contributed by the district to the Flexible Spending Account or to an annuity of their choice provided that the election is made during the selection window (normally December for the ensuing calendar year January 1 to December 31). The employee may contribute an additional amount up to \$2,500 of her earned income per calendar year to reimburse herself/himself for expenses incurred by her/him or an eligible dependent.

Should current tax laws change in a way that adversely affects this Flexible Spending Account, this portion of the contract shall be opened for renegotiations.

ARTICLE 15
DUES, FEES AND DEDUCTIONS

A. Within 30 days of active employment, any bargaining unit member may sign and deliver to the Board, an authorization for payroll deduction of local, state and national Association membership dues or representation fees. Such authorization shall continue in effect from year to year unless revoked in writing within 30 calendar days of the individual's employment in the new school year. Pursuant to such authorization, the Board shall deduct a pro-rated share of such dues from each salary check.

1. Deductions for bargaining unit members employed after the commencement of the school year shall be appropriately pro-rated.
2. Payment of dues deductions shall be made monthly to the Suttons Bay Early Childhood Education Association/MEA/NEA.

B. Members of the bargaining unit shall, as a condition of employment, continue membership in the Association or pay a representation fee.

Any bargaining unit member who is not a member of the association in good standing or who does not make application for membership shall, as a condition of employment, pay a representation benefit fee to the association pursuant to the Association "policy regarding objections to political ideology expenditures" and the administrative procedures adopted to that policy. A representative benefit fee shall not exceed the amount of the association dues collected from the association members. The bargaining unit member may pay such fee directly to the Association or authorize payment through payroll deduction as herein provided. In the event that the bargaining unit member shall not pay such representation fee directly to the association by September 30 of the current school year or authorize through payroll deduction the employer shall, upon completion of the procedures contained in paragraph E and pursuant to MCL 308.477 and at the request of the Association deduct the representation benefit fee from the bargaining unit member's wages and remit same to the Association.

C. The Association shall hold the Board harmless for any and all claims, demand suits, or other forms of liability by reason of action taken or not taken by the board or its designated agents for the purpose of complying with the provisions of the agency shop agreement herein contained. It is understood that the Association shall have the right to comprise claims which may arise under this save harmless clause and shall provide the attorney or pay for the board designated attorney to defend the Board and its designated agents.

D. The Association has established a "Policy Regarding Objections to Political Ideology Expenditures." The policy (a copy of which shall be provided to the Board and each non-bargaining unit member by the Association) and the administrative procedures (including the timetable for payment) pursuant thereto applies only to non-association bargaining unit members. The remedies set forth in such policies shall be exclusive and unless and until such procedures, including any administrative or judicial review thereof shall have been availed of and exhausted, no dispute, claim or complaint by an objecting bargaining unit member concerning the application and interpretation of this article shall be subject to the grievance procedures set forth in this agreement or any other administrative or judicial procedure.

E. The Association, in all cases of mandatory fee deduction pursuant to MCLA 408.477; MSA 17.27 (7), shall notify the bargaining unit member of noncompliance by certified mail, return

receipt requested. Said notice shall detail the noncompliance and shall provide ten (10) days for compliance and shall further advise the recipient that a request for wage deduction may be filed with the Board in the event compliance is not effected. If the bargaining unit member fails to remit the service fee or authorize the deduction for same, the Association may request the Board to make the deduction. The Board, upon receipt of the request for an involuntary deduction, shall provide the bargaining unit member with opportunity for a due process hearing limited to the question of whether or not the bargaining unit member has remitted the service fee to the Association or authorized payroll deduction for same.

- F. Due to certain requirements established in recent court decisions, the parties acknowledge that the amount of the fee charged to non-members along with other required information may not be available and transmitted to non-members until mid-school year. Consequently, the parties agree that the procedures in this article relating to the payment or nonpayment of the representation fee by non-members shall be activated thirty (30) days following the association's notification to non-members of the fee for the given school year. In such event, it is agreed that the employee remains obligated for the entire annual representation fee.
- G. The Board agrees to provide the services mentioned above without charge to the Association. Administrative fees shall be charged for all PAC donations. An alphabetical list of the names and addresses of all employees from whom deductions have been made shall be provided yearly. Any additions or deletions shall be communicated to the Association within five (5) work days of the change.

ARTICLE 16
WAGES

For all employees, advancement on step will occur on September 1 of each year.

Early Childhood Educators

Probationary \$.25 less than Level Rate of Hire

<u>Teacher Assistants</u>		<u>Lead Educator</u>
Level 1	9.60	9.85
Level 2	9.95	10.15
Level 3	10.27	10.68
Level 4	10.71	10.93
Level 5	11.15	11.37
Level 6	11.55	11.78
Level 7	11.93	12.15

For those above scale who did not move: +3%

For Early Childhood Educators with an Associate's Degree, BA, BS or higher with teaching certification, above scales + \$.40

With CDA certificate or NCLB highly qualified status above scales + \$.20

ARTICLE 17
DURATION

This Agreement shall become effective on July 1, 2009 and shall expire on June 30, 2010. This Agreement shall not be extended either verbally or in writing and shall expire on the date herein specified.

WITNESSETH

SUTTONS BAY EARLY CHILDHOOD
EDUCATION ASSOCIATION/MEA/NEA

SUTTONS BAY BOARD OF EDUCATION

President SBECEA

School Board President

Chief Negotiator

Superintendent/Chief Negotiator

APPENDIX A

**SUTTONS BAY PUBLIC SCHOOLS
APPROVED ABSENCE REQUEST FORM**

ARTICLE 10, SECTION E

Approved Absence Days: Beginning upon date of ratification, up to two (2) days per work year may be granted by the Superintendent or his/her supervisor designee for an Approved Absence Day for an employee to conduct business which cannot be conducted outside regular work hours. The use of Approved Absence Days shall be subject to the following conditions:

- 1) Notification must be made in writing stating the reason for the requested absence to the Superintendent or his/her supervisor designee at least twenty-four (24) hours prior to the day requested using the Approved Absence Request Form (Appendix A). The Superintendent's decision on the request shall be final.
- 2) Approved Absence Days shall not be used for personal/monetary gain or recreational (hunting, camping, shopping, etc.) purposes.
- 3) Approved Absence Days may not be taken the day before or day after a holiday or vacation period. Leaves may not be taken the first day of the school year or the last day of the school year.
- 4) Exceptions to the above provisions may be granted on a case-by-case basis by the Superintendent whose decision shall be final.
- 5) Unused Approved Absence Days will be carried over as sick days.
- 6) Improper use of Approved Absence Days by an employee will result in the loss of wages and benefits for that day(s) as well as loss of Approved Absence Days for a three (3) year period following such misuse.

I hereby request a leave of absence on _____ to conduct business which cannot be conducted outside regular work hours.

This request is being made in accordance with ARTICLE 10, SECTION E and I attest that the above conditions are met as stipulated.

Signed _____ Date _____

Principal/Supervisor Approval _____ Date _____

(or if principal/supervisor is not available)
Superintendent Approval _____ Date _____

**SUTTONS BAY PUBLIC SCHOOLS
GRIEVANCE FORM**

Grievance # _____ School Year _____ Date Filed _____

Name of Grievant _____ (Please Print)

Association Representative _____

Date Grievance Occurred _____

Contract Section(s) Violated _____

Statement of Grievance _____

Relief Requested _____

STEP ONE
DISCUSSION WITH PRINCIPAL/SUPERVISOR

A. Date of Meeting _____

B. Disposition by Principal/Supervisor _____

Signature of Principal/Supervisor

Date

STEP TWO - SUPERINTENDENT

Date Received _____

A. Date of Meeting _____

B. Disposition by Superintendent _____

Signature of Superintendent

Date

STEP THREE - BOARD OF EDUCATION

Date Received _____

A. Date of Meeting _____

B. Disposition by Board _____

Signature of Board President

Date

STEP FOUR – ARBITRATION

A. Date of Notification to Board _____

B. Date of Hearing _____

C. Award (Attach award of arbitration) _____

D. Date Award Received _____

Early Childhood Educator Evaluation Form

Pre-evaluation Conf	Date: _____	Time: _____ to _____	Observation	Date: _____	Time: _____ to _____
Observation	Date: _____	Time: _____ to _____	Pre-evaluation Conf	Date: _____	Time: _____ to _____
Evaluation	Date: _____	Time: _____ to _____	Evaluation	Date: _____	Time: _____ to _____

SUTTONS BAY PUBLIC SCHOOLS MINIMUM PERFORMANCE APPRAISAL FORM

This appraisal form is part one of a two part system. The assessment of minimal expectations includes, but is not limited to the following list. The supervisor will indicate "satisfactory" or "unsatisfactory" with a "S" or a "U". Any "U" indication must have deficiency noted including suggestions for improvement.

NAME _____ DATE _____

- _____ 1. Meets with and instructs the students in the locations and at the time designated according to contractual obligations and expectations.
- _____ 2. Develops and maintains a classroom environment conducive to effective learning within the limits of the resources provided by the District.
- _____ 3. Sets and maintains high standards of classroom behavior.
- _____ 4. Strives to implement by instruction the District's philosophy of education and to meet instructional goals and objectives.
- _____ 5. Takes necessary and reasonable precautions to protect students, equipment, materials and facilities.
- _____ 6. Maintains records as required by law, District policy, and administrative regulations.
- _____ 7. Assists in upholding and enforcing school rules and administrative regulations.
- _____ 8. Makes provision for being available to students and parents for education related purposes when necessary and under reasonable terms.
- _____ 9. Cooperates with other members of the staff in planning instructional goals, objectives and methods.
- _____ 10. Establishes and maintains cooperative professional relations with others.
- _____ 11. Performs related duties as assigned by the administration in accordance with the District policies and practices.
- _____ 12. Uses good judgment.
- _____ 13. Works in a collegial relationship with the building administrator for improvement of teaching.
- _____ 14. Provides for individual differences in students.

COMMENTS: _____

This appraisal has been reviewed with me. However, my signature does not necessarily indicate my agreement with the results.

Appraised Educator _____ Date _____

Supervisor _____ Position _____ Date _____