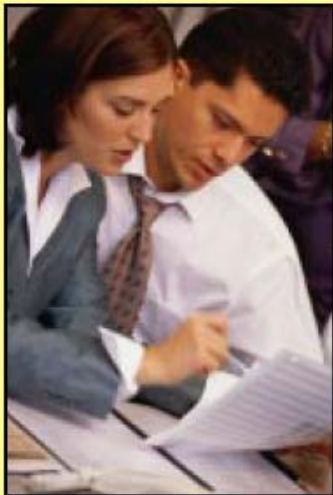


*Between the Bay-Arenac ISD Board of Education
and the Bay-Arenac ISD Service Employees
Association/MEA/NEA (SEA)*

AGREEMENT

2011-2013



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AGREEMENT

**Between the Bay-Arenac ISD Board of Education
and the Bay-Arenac ISD Service Employees
Association/MEA/NEA (SEA)**

**Bookkeepers
Office Professionals
Graphics and Printing Technicians**

Effective 2 Years:

2011-2013

AGREEMENT

Between the Association and the Bay-Arenac ISD Board of Education

This agreement is entered into this 16th day of May, by and between the ISD Board of Education of Bay and Arenac Counties, Bay City, Michigan, hereinafter called the "Board", and the Bay-Arenac ISD Service Employees Association/MEA/NEA, hereinafter called the "Association."

ARTICLE I - RECOGNITION

The Board hereby recognizes the Association as the exclusive and sole bargaining representative, as defined in Section II of Act 379 Public Acts of 1965, for the following Bay-Arenac ISD personnel positions during the term of this contract, hereinafter called "Employees."

A V Repair Technicians (Dormant)

Bookkeepers

Office Professionals

Graphics and Printing Technicians

ARTICLE II - RIGHTS OF THE ASSOCIATION

Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that employees covered by this agreement shall have the right to freely support the Association for the purpose of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection.

As a duly-elected body exercising governmental power under the cover law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce by Act 379 or other laws of Michigan or the Constitutions of Michigan and the United States, that it will not discriminate against any association member with respect to hours, wages, or any terms or conditions of employment by reason of their membership in the Association, their participation in any lawful activities of the Association or collective negotiations with the Board or their institution of any grievance or complaint or proceedings under this agreement or otherwise with respect to terms or conditions of employment.

- A. Topics Affecting the Association: Meetings regarding topics affecting the Association and the Board shall be made between the Association President and the designated representative(s) of the Board, upon request of either party. The Association may

have at least two (2) officers present at such meetings in order to discuss/resolve items of concern to all parties.

- B. Non-Discrimination: The Board recognizes all Equal Employment Opportunity Rights to employees without regard to age, sex, race, national origin, religion, color, pregnancy, or disability.
- C. Private and Personal Activities: The private and personal activities of any association member, including their political activities, shall not be grounds for any discipline or discrimination with respect to employment. No employee shall be disciplined or discharged without due process.
- D. Use of Facilities and Office Equipment: Upon notifying the Superintendent or his/her designee in advance, the Association shall have permission to use office facilities and equipment, without charge. Any negligent damages to equipment while being used will be paid for by the Association.
- E. Cost of Printing Agreement: The Board agrees to have this Agreement printed.
- F. Review of Personnel File: Each association member shall have the right to review his/her personnel file upon request during regular office hours.
- G. Information for Bargaining: The Association has the right to information necessary to carry on collective bargaining and to administer this Agreement. Original records may be examined only at the office of the Bay-Arenac ISD.

ARTICLE III - MANAGEMENT RIGHTS

The Board, on its own behalf and on behalf of the electors of the District, hereby retain 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.

- A. The Association recognizes and agrees that the Board, as the employer, has the responsibility and the authority to manage and direct, by the establishment of and administration of policy, in behalf of the public, all operations and activities of the Bay-Arenac ISD to the full extent of the law.
- B. The Association recognizes and agrees that the Board retains sole right and responsibility to manage and operate the school district in all respects.
- C. All management rights and functions, except those which are clearly and expressly abridged by this Agreement, shall remain vested exclusively in the Board.
- D. It is expressly recognized, merely by way of illustration and not by way of limitation, that such rights and functions include but are not limited to the following:

1. Full and exclusive control of management of the school district, the supervision of all operations, the methods, processes, means and personnel by which any and all work will be performed, the control and property and the composition, assignment, direction and determination of the size and type of its working forces.
2. The right to determine the work to be done and the standards to be met by employees.
3. The right to change or introduce new operations, methods, processes, means of facilities and the right to determine whether and to what extent work shall be performed by employees.
4. The right to hire, establish and change work schedules, set hours of work, establish, eliminate or change classifications, assign, transfer, promote, demote, release and layoff employees, with due process.
5. The right to determine the qualifications of employees.
6. The right to discipline, suspend, and discharge seniority employees with due process as per ¶ E of this Article and to maintain an orderly, effective and efficient operation.

E. Discharge and Disciplinary Action:

1. The employee has the right to have a representative of the Association present at any meeting at which the employee is to be disciplined, provided that the meeting need not be delayed for an unreasonable time pending arrival of such representative, and in no event shall the Board be restricted from taking such protective action as the Board may determine to be necessary to secure the rights of students and others pending the holding of the meeting.
2. No seniority employee (i.e. a bargaining unit member who has completed his/her probationary period under this Agreement) shall be disciplined or discharged for a reason that is arbitrary or capricious. The Board will provide a discharged employee and the Association a notice of discharge with reasons therefore, in writing, at or prior to the time of discharge.
3. Any employee who fails to maintain proper standards of conduct or to discharge his/her responsibilities shall be subject to such disciplinary action as the Board shall determine, consistent with the provisions of this Agreement.
4. Disciplinary action shall include: written warning, written reprimands, suspension, and dismissal. All disciplinary action shall be confirmed in writing, under the signature of the administrator issuing the disciplinary action, and shall be

incorporated into the employee's personnel file. The employee who is subject to the disciplinary action shall sign for receipt of the disciplinary document and shall be given a copy of same.

5. A bargaining unit member who wishes to take exception to a disciplinary action must respond in writing within ten (10) working days of the issuance of the disputed action. Such response shall be placed in the unit member's personnel file as an attachment to the disciplinary action. This right exists independently of the Grievance Procedure contained in this Agreement.
6. The following procedures shall be observed in the context of disciplinary action:
 - a. Oral or written notice will be given to the employee of the charges.
 - b. The employee will be given an explanation of the evidence discovered through investigation regarding the basis for the contemplated disciplinary action.
 - c. The employee shall respond to each charge or complaint under investigation and shall cooperate with the investigating administrator(s) regarding the furnishing of information necessary for completion of the investigation.
 - d. The employee will be informed of the investigation results and what discipline, if any, will be imposed.

ARTICLE IV - MEMBERSHIP DUES OR REPRESENTATION FEES AND PAYROLL DEDUCTIONS

- A. All employees covered by this Agreement shall as a condition of continued employment, following ninety (90) working days from the effective date of this Agreement or ninety (90) working days from their date of hire, whichever is later, pay either:
 1. Association membership dues; or
 2. Association representation service fee.
- B. The payroll deduction of dues and fees is required under the terms of this Agreement. The District therefore agrees to payroll deduct dues and representation service fees, pursuant to the authority set forth in MCLA 408.477.

Each employee and the Association hereby authorize the District to rely upon and honor certifications of the local Association financial officer or a designated representative of the Association, regarding the amounts to be deducted each month.

- C. Deductions for any calendar month shall be remitted to the designated Association financial officer, with an alphabetical list of names and addresses of all employees from whom deductions have been made, no later than ten (10) calendar days following the date they were deducted.

The District shall additionally notify the financial officer of the Association of the names and addresses of employees, who through a change in their employment status, are no longer subject to deductions and further advise said financial officer by submission of an alphabetical list of all new hires since the date of submission of the previous month's remittance.

- D. In the event any employee challenges the level of representation service fee established by the Association, the parties shall meet to discuss the procedures to be utilized in reviewing the employee's inquiry/appeal and will make a determination regarding the continued deduction and transmission of service fees during the inquiry/appeal.
- E. The Association agrees to indemnify and save the District harmless, including individual school board members and their agents, against any and all fees, awards, claims, demands, costs, suits, judgments or other forms of liability which may arise out of or by reason of action taken by the District or its agents in complying with this Article.

ARTICLE V – BENEFITS

- A. Life Insurance: The Board shall make premium payments on behalf of the employee and his/her dependents toward group life insurance protection in the amount of \$25,000.00 that will be paid to the bargaining unit member's designated beneficiary. In the event of accidental death, the insurance will double the specified amount. Any employee shall be eligible for the \$25,000.00 group term package who is employed on a 38 - 52 week schedule.
- B. Medical Coverage: The Board shall contribute toward health care protection for the employee, employee's spouse and children up to age 26 through the Bay-Arenac ISD Health Plan. Bargaining unit members who are eligible and who enroll for health care protection will be enrolled in the Bay-Arenac ISD Health Plan, subject to the rules and policies of the third party administrator, carrier, underwriter and non-profit health care corporation. Plan benefits will be described in the Summary of Plan Description.

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

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

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

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

C. Health Care Premiums: Full-time employees who work thirty-seven and one-half (37½) hours each week on a regularly scheduled basis shall be eligible for the fringe benefits provided in this Article per the following:

During the term of this agreement, the Board's contribution toward bargaining unit member's health care shall not exceed \$16,800. Bargaining unit members shall contribute to the cost of the Bay-Arenac Health Plan in excess of \$16,800.

1. All employees who work 20 hours or more on a regularly scheduled basis shall be eligible for a pro-rata portion of all fringe benefits including hospitalization for full family. The bargaining unit member electing such coverage is responsible for payment of the remaining premium amounts. The Board shall have the right to make deduction of such amounts from the bargaining unit member's wages.

D. Dental Benefit: The Board shall provide dental benefit for employee, spouse and dependent children through self-funding for the duration of the current contract. Benefit specifications are:

Type I	Preventive Services	
	Percentage	70%
	Annual Deductible Amount	\$-0-
	Incentive Plan Increments	10%*
	*10% each succeeding benefit year not to exceed 100%	
Type II	Restorative and Replacement	
	Percentage	70%
	Annual Deductible Amount	\$-0-
Type III	Orthodontia Services	
	Percentage	70%
	Lifetime Deductible Amount	\$-0-
Type I and II Services	Maximum Annual Benefit per Covered Member	\$1,000
Type III Services	Maximum Lifetime Benefit per Covered Member	\$1,500

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

Complete Vision Examination (maximum allowed)	\$48.00
Single Vision Prescription (maximum per pair of lenses)	\$63.00
Bifocal Prescription (maximum per pair of lenses)	\$72.00
Trifocal Prescription (maximum per pair of lenses)	\$90.00
Lenticular Prescription (maximum per pair of lenses)	\$108.00
Frames (maximum per standard set)	\$50.00
Contact Lens Prescription (maximum per pair of lenses)	\$150.00
Eye exam paid separately	
Frequency: Vision Examination	Once every benefit period
Lenses	Once every benefit period
Frames	Once every benefit period

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

H. Continuation of Coverage: In the event that an employee is absent because of illness or injury for an extended period of time, the above mentioned fringe benefits shall continue for six (6) months or throughout the balance of the fiscal year in which the bargaining unit member’s sick leave is exhausted, whichever is greater. Employees shall be covered by fringe benefits the first day of return from an authorized leave of absence. Coverage will begin the first day of employment, subject to the limitation of the insurance carrier. Enrollment or claim decisions are ultimately made by the insurance carrier.

In the event of layoff, an employee's life, hospitalization/medical insurance shall be continued at the Board's expense for a period of one (1) month from the end of the month in which the employee last worked. Subject to the limitations of the insurance carrier, employees on layoff may pay the life, hospitalization/medical insurance premiums to the Board prior to the premium date. Employees shall be covered by fringe benefits at the Board's expense the first day of return from a layoff. Enrollment or claim decisions are ultimately made by the insurance carrier.

I. Dismissal: In the event an employee is dismissed or resigns, the Board paid insurance premium contribution will terminate at the end of the month in which the employee was dismissed.

- J. Bargaining unit members(and/or their eligible dependents) who are concurrently employed by the Board shall not be concurrently eligible for health plan premium contributions by the Board, as set forth in ¶B of this Article, but shall instead elect the optional benefits specified in ¶E of this Article.
- K. In the event a 38-51 week employee retires from Bay-Arenac ISD, is eligible to receive pension benefits from MPSERS, and applies to receive benefits at the time of retirement of his/her resignation from BAISD, the Board shall make the Board's portion of the premium payments on behalf of the employee, spouse, and dependent children for July and August.

ARTICLE VI- CONDITIONS OF EMPLOYMENT

- A. Provisions for Safety and Health: Association members shall not be required to work under unsafe or hazardous conditions, or to perform tasks which endanger their health, safety or well being.

There shall be a Safety Committee which will include at least one Association member at large, the building custodian, and/or Manager of Physical Plants. The purpose of this committee will be to advise the Superintendent or his/her designee of conditions, which, in its judgment, may constitute unsafe and/or unhealthy conditions. The committee will advise the Superintendent or his/her designee of conditions of the facility and meet as needed to fulfill this purpose.

- B. Pay for Time Lost on Day of Injury: An employee injured while performing his/her duties for the Board will be paid at their current rate for any time lost that he/she otherwise would have worked on the date of injury only.
- C. Step Advance: It is agreed that all existing classifications and/or any new classifications which may be established shall advance not less than one (1) step each year unless they are already at the top. In order for new employees to move to the next step on the salary schedule, they must be employed at the previous salary step six (6) months prior to June 30th. All subsequent salary increases will become effective July 1st.
- D. New Hires: The Board agrees not to start new Association members higher than step 4. New employees shall be on probation during the first ninety (90) working days, during which period they have no seniority and may be discharged by the Board without assigning any cause thereof. Upon completion of the probationary period, their names shall be placed on the seniority list as of the date they were employed.
- E. New Classifications/Job Title: If, during the life of this Agreement, the duties and responsibilities of an Association member are substantially changed, the Association will be notified. When a new position in the bargaining unit is created, the Board will

notify the Association of the classification and rate structure prior to its becoming effective. In the event the Association does not agree that the classification is proper, it shall be subject to negotiations. If the job is to be placed in a newly created and separate classification, the wage rate for that classification shall also be subject to negotiation. Nothing in this Agreement shall prevent the Board from implementing an interim classification placement and/or wage rate (based upon the rates and classifications existing in this Agreement) pending the completion of negotiations.

- F. Job Descriptions/Evaluations: The District with Association input will have in place an Individual Development Plan (IDP). The IDP procedure will be implemented annually.

Each Association member's job performance and job description will be reviewed at least annually. The employee's review or IDP will be in accordance with Appendix B.

- G. Expense Reimbursement

1. The following amounts will be reimbursed for staff members who attend conferences. Expenses beyond this limit must be approved by administration prior to attendance.

- a. Registration – All conference registration fees will be paid in full.
- b. Transportation – Current IRS rate. If two or more employees attend the same conference, mileage will be shared if more than one vehicle is used. If an employee attends an out-of-state conference, transportation costs will be paid per Board policy.
- c. Meals – Up to \$30.00 per day, per IRS regulations actual expenditures with receipts. Per diem rates may be adjusted to reflect IRS regional rates.
- c. Lodging – Actual expenditures for a standard single room, with receipts, per District policy, excluding gratuities, room service, and personal expenses. Employees who drive their personal automobile in the course of their work shall be paid per the IRS mileage rate. Mileage charged is to be verified.

ARTICLE VII - HOURS OF WORK

- A. Definition of Full/Part-Time Personnel: Association members who work at least thirty-seven and one-half (37½) hours per week are recognized as full-time employees. All others are considered part-time for all purposes.

- B. Working Hours: Seven and one-half (7½) hours of work will constitute a regular work day, and thirty-seven and one-half (37½) hours of work will constitute a regular work week, made up of five (5), seven and one-half (7½) hour days.

- C. Relief Time: Employees are entitled to relief time, morning and afternoon, not to exceed fifteen (15) minutes at either time, and a one (1) hour, but no less than thirty (30) minutes, unpaid lunch time.
- D. Tardiness: Any employee arriving after the beginning of the work day shall have their pay deducted in quarter-hour (1/4) increments.
- E. Employees shall have the choice of 21 or 26 pay periods. Employees must submit time sheets reflecting pay deductions for time lost or for extra hours worked within the nearest pay period the loss or increase occurs.

ARTICLE VIII - OVERTIME HOURS

Overtime rates shall apply for hours of employment over (40) hours per calendar week. Hours worked between 37½ and 40 (2½ hours) will be paid at the employee's base rate.

- A. No overtime will be worked without written approval of the Superintendent or his/her designee.
- B. The rate of overtime will be one and one-half (1½) the regular rate of pay. Compensatory time at time and one-half (1½) may be paid in lieu of overtime rate, if the employee agrees.

All compensatory time may be used at any time within a four week period from time accrued. Use of compensatory time should be mutually agreed to by the supervisor and employee at least three days prior. Any unused compensatory time will be compensated for after each four week period; there will be no accrual.

ARTICLE IX - EDUCATION

The Board will reimburse employees for education coursework from an accredited educational institution, relevant to their current position at \$500.00 per year. All course work must be specifically approved by the Superintendent/Designee in advance of enrollment if reimbursement is to be requested. Reimbursement will be paid upon receipt of successful completion of the course.

ARTICLE X - SICK LEAVE AND LEAVES OF ABSENCE

- A. Sick Leave: Sick leave with pay shall be granted in cases of illness to the employee, spouse, or son, daughter, parent(s). A maximum of six (6) days per year shall be allowed when the illness involves spouse, son, daughter, parent(s) of the employee. The Superintendent/Designee may grant additional days if it is deemed appropriate.

All employees shall be entitled to one (1) day of sick leave for every completed month of employment. Beginning with the third (3rd) year of employment, employees shall receive twelve (12) paid sick days per year, to be available July 1 of each

contract year, accumulative to ninety (90) days. A reconciliation of each sick leave account will be made on July 1 of each year.

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

- B. Personal Days: All employees shall be entitled to one (1) personal day per year. The personal day will be available July 1 of each contract year. The personal day is non-cumulative.
- C. Doctor's Statement: The Superintendent or his/her designee may require a doctor's statement for any or all days used, if abuse is suspected.
- D. Bereavement Leave: In the event of death in the immediate family (mother, father, husband, wife, child, sister, brother, grandchild, grandparent, mother-in-law, father-in-law, brother-in-law, sister-in-law, spouse's grandparents), the employee shall be granted up to a three (3)-day leave of absence with pay, not chargeable against sick leave allowance. Should additional days be needed, employee shall have the option of using paid sick days, paid vacation days, or time off without pay. Extensions may be granted upon approval of superintendent or his/her designee.
- E. Funerals: The Superintendent/Designee shall use his/her discretion in the event of other funeral or emergency situations.
- F. Sick Pay Upon Retirement: Upon retirement from Michigan Public School Employees' Retirement System, the employee will receive termination pay of \$20.00 per day for all days of unused sick leave. In the event of an employee's death, termination pay of unused sick pay will be paid the beneficiary or estate.
- G. Maternity Leave: Maternity leave of up to one (1) year shall be granted without pay or loss of seniority rights. An employee returning from leave provided for in this paragraph shall be placed on the next step of the salary schedule from which the employee went on leave. Upon request, the leave may be renewed for up to one (1) additional year.
- H. Employment of Employees with Disabilities: In the event an employee sustains an occupational disability and becomes disabled as a result thereof, every effort will be made by the Board to provide the disabled employee such suitable employment as is available within the bargaining unit.
- I. Leaves of Absences: A member of the Association may apply and be granted unpaid health leave up to one (1) year without loss of seniority rights or accumulated sick leave when that employee's health or the health of a member of the immediate family (father, mother, husband, wife, or child) warrants it.

J. Family Medical Leave Act (FMLA) Leaves:

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

- K. Workman's Compensation: Absence in cases involving compensation under the Michigan Workman Compensation Law shall be charged against a Bargaining Unit Member's accumulated illness/disability leave days, at his/her option, only to the extent necessary to maintain his/her take home pay.

ARTICLE XI - HOLIDAYS

A. Holidays:

The holidays with pay are:

- New Year's Eve Day
- New Year's Day
- Good Friday
- Memorial Day
- Independence Day (52 week employees only)

Labor Day
 Thanksgiving Day
 Friday after Thanksgiving
 Christmas Eve Day
 Christmas Day

- B. If the holiday falls on a Saturday, Friday shall be considered as the holiday. Should a holiday fall on a Sunday, Monday shall be considered as the holiday.
- C. Holiday During Vacation: If a holiday for which the employee is eligible falls during his/her vacation, an additional day's vacation shall be granted.

ARTICLE XII - VACATIONS

- A. Fifty-Two Week Employee Paid Vacation: Paid vacations shall be as listed below. After completing the first year, a proration of vacation days will be credited on the employee's anniversary date. Each year thereafter, there shall be a fixed anniversary date of July 1. The proration of days will be one (1) day for every two (2) months, or the greater fraction thereof, prior to July 1 to a maximum of five (5) days. Example:

Beginning with year #:	1	2	3	4	5	6	7	8	9	10	11	12
Vacation days:	0	5	11	11	12	13	15	16	17	18	19	20

- B. Thirty-Eight to Fifty-One Week Employee Paid Vacation: Paid vacations shall be as indicated below. After completing the first year, a proration of vacation days will be credited on the employee's anniversary date. Each year thereafter, there shall be a fixed anniversary date of July 1. The proration of days will be one (1) day for every two (2) months, or the greater fraction thereof, prior to July 1 to a maximum of five (5) days.

Employees on a work assignment from 38 weeks through 51 weeks shall be entitled to five (5) days paid vacation per year of employment to be taken at Christmas vacation or spring vacation time. After three years of employment, such 38 to 51 week employees shall be entitled to ten (10) days vacation to be taken during the Christmas and spring vacation periods. When an employee becomes a 52-week employee he/she shall be entitled to vacation as a 52-week employee with full (52 week) credit for completed years of service from date of hire. Employees may be permitted to take vacations at other times with their supervisor's approval.

The vacation benefit shall not extend to employees, who work thirty-eight (38) weeks or less, hired after July 1, 2007.

- C. Vacation Carry-Over: When an employee does not use up his/her accumulated vacation days within the contract year, a six (6) month extension of time shall be

granted. The number of vacation days carried forward into a new calendar year shall not exceed the number of days earned during the previous calendar year.

- D. Scheduling Vacations: Paid vacation schedules shall be set up in accordance with the department in which the employee works. Paid vacation schedules shall be worked out with the approval of the employee's supervisor. Employee will be notified of approval/disapproval within five (5) working days of submitting vacation request form.
- E. Vacation Pay Upon Termination/Layoff: Upon termination/layoff, the employee or his/her estate will be paid for whatever vacation time he/she has accumulated during the year, based on the anniversary date of the employee, in which he/she either retires or leaves the employment of the Board. Payment shall be made within fifteen (15) days of termination.
- F. Vacation Pay: Employees shall receive their regular rate of pay for vacations.
- G. Vacation Waiver: A vacation may not be waived by an employee and extra pay received for work during that period.

ARTICLE XIII - CLOSING OF FACILITIES

- A. Act of God Days: On days when sites are closed because of an Act of God Day, all Association employees shall report to their assigned stations at the regular time or as soon as safe travel conditions will permit. Prior arrangements will be made with their immediate supervisor as to where to report on such days, whenever practical. Employees who are unable to report to work shall notify the Administration.

If the ISD remains open, absences resulting from an Act of God Day will be deducted from their salary.

For any lost time due to an Act of God Day, employees shall be permitted to either make up the hours missed or charge the time against other paid leave time. In the event the employee chooses to use vacation or personal business allowance, the personal business days and vacation days may not be taken in less than one-half ($\frac{1}{2}$) day increments. It is also understood between the Board and the Association that an employee may work up to one-half ($\frac{1}{2}$) hour each day for up to three (3) weeks, at straight time only, to make up time lost.

If both the site and the ISD closes as a result of an Act of God Day, the employee shall not report to work and will be paid for any lost time.

- B. Other: When a day(s) has been prescheduled for sick time and the work site is closed, the day(s) will be reinstated.

ARTICLE XIV - GRIEVANCE PROCEDURE

- A. Purpose: The purpose of the grievance procedure shall be to provide a method for complaints to be voiced in an orderly manner such that the proper authority can resolve such matters fairly and in a timely manner.
- B. Definition of Grievance: A grievance is a complaint regarding an alleged violation or misinterpretation of the articles provided in this Agreement.
- C. Levels of Procedure:

Level One: Employee discussion with the Association's Negotiations and Grievance Committee to confirm that a grievance exists.

Level Two: Employee and Association representative discuss with Administrator in the hope of resolving the matter. In the event a conflict exists which might lead to a grievance, the employee will first meet with their supervisor to resolve the conflict.

Level Three: A written, signed grievance (Appendix D) must be submitted to the administrator within seven (7) working days after Level Two Discussion, stating the alleged violation, the nature of the grievance, the article and paragraph of the Agreement allegedly violated.

The administrator shall render his/her written response to the grievant within seven (7) working days from receipt of the written grievance.

Level Four: If the grievance is not resolved within seven (7) working days of the filing with the Administrator, the grievance will move from the Administrator of Bay-Arenac I.S.D. to the Superintendent, to be resolved within seven (7) working days.

Level Five: If the Level Four decision is not satisfactory, the Association, on behalf of the grievant, may file the grievance with the secretary of the Board in writing at least one week prior to the next regular Board meeting. The Board will place said grievance on the Agenda at its next regular Board meeting, at which time the Association will be given an opportunity to be heard. The Board will render its decision, in writing, within seven (7) working days.

Level Six: Mediation. If the Board, the aggrieved employee(s) and the Association are unable to resolve the grievance, and it involves an alleged violation of a specific article and section of this Agreement, it may, within ten (10) working days after the decision of the Board, be submitted to mediation, established by Act 379, P.A. 1965. An appeal will be in writing and will be delivered to the labor mediation board and the Board within a ten (10) day working period, and if not so delivered, the grievance will be deemed abandoned. After the above procedure, the Board will reconsider its decision and render a final decision within five (5) working days.

- D. Forms for Filing: Forms (Appendix D) for filing and processing grievances have been formulated and approved and are on file with the Board and Association.
- E. Withdrawal of Grievance: The employee and/or association retains the right to withdraw the grievance at any level, without prejudice.
- F. Disclosure of Information: Information necessary to the determination and processing of the grievance will be provided by the Administration.
- G. Time Limits: The number of days indicated in each level, as set forth above, is considered to be a maximum, and the failure of an employee and/or association to proceed to the next step of the grievance procedure, within the time limits as set forth, will be an acceptance of the decision previously rendered and will constitute a waiver of any future appeal concerning the particular grievance. The failure of an administrator, at any step, to communicate his/her decision to the employee and/or association within the specified time limits will permit the employee and/or association to proceed to the next step. All time limits may be extended by mutual agreement, in writing.
- H. Acceptable Processing Times: It will be the practice of both parties to process grievance procedures during times which do not interfere with assigned duties, if possible.

ARTICLE XV - ASSOCIATION BARGAINING COMMITTEE

- A. Composition: The Bargaining Committee of the Association shall include not more than seven (7) employees who are covered by the Agreement and who are members of the Association. The Bargaining Committee may also include not more than two (2) non-employee representatives of the Association.

The Association shall submit to the Board, in writing, the names of its employees and non-employees representatives in the Bargaining Committee prior to negotiations, and in the event of a change during negotiations, at least five (5) working days prior to the next session.

- B. Bargaining unit election results will be reported to the District.

ARTICLE XVI - SENIORITY

- A. New Employee Seniority List: Seniority within the Association shall be established upon completion of the probationary period, effective as of the date of hire.
- B. Association Seniority List: Seniority shall be established within the Association upon signature of check-off authorization form for payment of membership/ representation fee deductions. This date shall be used when determining any Association position changes, including, but not limited to, advancement, layoff and displacement. A

reconciliation and a copy of the current Association seniority list shall be reviewed by the District and Association annually.

- C. Seniority Date/Salary Schedule: The employee's seniority date shall not automatically determine the employee's placement on the salary schedule.
- D. Loss of Seniority: Seniority shall be terminated for the following reasons:
1. The employee quits.
 2. The employee is discharged.
 3. The employee is laid off for a continuous period equal to the seniority he/she had acquired at the time of layoff.
 4. The employee retires.
 5. The employee fails to return from layoff within seven (7) working days after notification by certified mail.
 6. The employee fails to notify the employer of his/her intention of returning to work within seven (7) days after the expiration of a leave.
- E. Seniority Freeze: A current member who voluntarily transfers to a position with the Board that is not covered by the terms and conditions of this agreement shall retain Association seniority, and seniority shall be frozen as of the date the employee left the unit and shall be entitled to exercise such seniority upon return to the Association within a period not to exceed one (1) year from the date of transfer.
- F. Rights of Employees Displaced/Laid Off: Employees will be laid off and rehired in accordance with their seniority in a classification. The Superintendent/Designee will notify the association representatives, in writing, 10 days prior to scheduled layoffs or reduction of hours. The association and administration will meet to discuss alternatives. If no alternatives are available, employees will be notified immediately of their layoff or reduction of hours. If a vacancy occurs as a result of the layoff of the lowest seniority employee in the classification, Article XVIII of this agreement will be used to fill the vacancy. In cases where a higher seniority employee is displaced due to the elimination of a position, the lowest seniority person in the classification will be laid off and the higher seniority person will be transferred to the open position created by the layoff.

If the employee scheduled for layoff has more seniority than the lowest seniority employee in the bargaining unit, the employee scheduled for layoff may apply within five working days of notification for the job held by the lowest seniority employee in the bargaining unit, and if qualified, placed in the job. To be qualified, the employee

must have the required knowledge and meet minimum standards for the job. Once placed, the employee with less seniority will be displaced.

A thirty (30) working day trial period (Paragraph G) will be used to evaluate the employee placed in the job. During the thirty (30) working day trial period, the employee will be paid the beginning rate in the job. Upon successful completion of the thirty (30) working day trial period, the employee will be paid the step rate he/she would be entitled to in the job. Within the thirty (30) working days, the employee can request layoff due to an inability to complete job requirements or the administration can recommend the employee be laid off due to the inability to complete job requirements and the displaced worker would be recalled.

G. Trial Period: When an employee is displaced and is transferred or applies for a position in the bargaining unit, the employee shall be eligible for a thirty (30) day trial period and will then be evaluated in the following manner:

1. The supervisor will orient the employee to the job, and give instructions on how to perform the job.
2. The supervisor will review the evaluation process and the documentation used to evaluate the employee, with the employee.
3. The supervisor will periodically check with the employee to assure conformance to job requirements and assess progress toward proficiency. These sessions are meant to be informal and developmental feedback sessions for both the employee and the supervisor.
4. Three formal evaluations will be conducted. The first upon completion of five (5) days, the second upon completion of fifteen (15) days, and the third upon completion of twenty-nine (29) days. Participants will include the employee, supervisor, the Association president, and an administrator.
5. The employee will be notified by the supervisor on the thirtieth (30th) day of the results of the evaluation and appropriate documentation will be prepared.

H. Probationary Employee: Probationary employees who are laid off or discharged shall not have recourse to the terms of this agreement.

ARTICLE XVII - JURY LEAVE

A. Paid Jury Leave: An employee who is off work for jury/subpoena duty shall be paid his/her full salary for such time missed. If an employee is released from jury/subpoena duty prior to the end of his/her regular working day, he/she must contact his/her supervisor for direction for the balance of that working day. The amount the employee is paid for jury/subpoena duty from the court, less any meal or

mileage reimbursement, shall be paid to the Board and the employee shall receive his/her regular paycheck.

ARTICLE XVIII - VACANCIES

- A. A vacancy shall be defined as a newly created position within a classification represented by the Association in this bargaining unit or a present position within a classification represented by the Association in this bargaining unit which position becomes vacant by reason of the permanent separation (resignation, death, discharge) of the bargaining unit member formerly in said position.
- B. Posting of Vacancies: Whenever a vacancy in a non-administrative position in the Bay-Arenac Intermediate District shall occur, the Board shall publicize same by posting such a position at each work site. The notice will contain the bargaining unit, a job title/classification, hours of work, job description, qualifications and salary. Ten (10) calendar days' notice shall be given before such vacancies shall be posted outside the Association. If a vacancy occurs during the summer, the Association leadership shall be notified of such vacancy by mail.
- C. Filling a Vacancy: Employees interested in such vacancies shall notify the designated administrator in writing. In filling vacancies, the designated administrator(s) shall consider the experience attainments, competency, educational qualifications, length of service in the Bay-Arenac ISD and other relevant factors of the candidates. When a posting contains specific certification requirements, current members may apply and will be recognized for qualifications and job experience. If a vacancy occurs within an Association classification, the applicant with the highest Association seniority shall be given preference for such vacancy providing they are qualified.
- D. Transfers/Signing For Vacancies: Any Bargaining Unit Member may request a transfer after the satisfactory completion of the ninety (90) working day probationary period. The Bargaining Unit Member shall remain in any position to which he/she has transferred for a period of six months before being eligible to apply for another transfer, unless conditions prevail where a change would be in the best interest of the Board and the Bargaining Unit Member.
- E. Transfer Requests: Request for transfer to a posted vacancy shall be made in writing with each posting. One copy of which shall be filed with the Superintendent or his/her designee and one copy shall be filed with the Association.

ARTICLE XIX - FEDERAL AND STATE LAWS

In the event that any of the provisions of this Agreement shall be or become invalid or unenforceable by reason of any federal or state law now existing, or hereinafter enacted, such invalidity or unenforceability shall not affect the remainder of the provisions thereof.

ARTICLE XX - DURATION AND TERMINATION OF AGREEMENT

In the event that any of the provisions of this Agreement shall be or become invalid or unenforceable by reason of any federal or state law now existing, or hereinafter enacted, such invalidity or unenforceability shall not affect the remainder of the provisions thereof.

- A. This Agreement shall become effective the date of approval by the parties and shall continue in full force and effect and be legally binding on the parties hereto until June 30, 2013.

The Board and the Association both recognize the need to continue initiating change, resolving issues and addressing the concerns of our employees and the district; therefore, this agreement may be opened by mutual written consent for specifically stated purposes at anytime.

The parties agree that this contract incorporates their full and complete understanding and that any prior oral agreement or practices are superseded by the terms of this Agreement. It is further agreed that no such oral understandings or practices will be recognized in the future unless committed to writing and signed by the parties as supplement to this Agreement.

- B. Sixty (60) days before the expiration of this contract, the parties shall each initiate written notice regarding negotiations for the purpose of entering into a successor Agreement. Until the said Agreement is ratified, the current Agreement shall be automatically renewed upon the same terms and conditions for a period of one year, and so on from year to year.
- C. Notice, in accordance with Paragraph B above, shall be given by certified mail. The Bay-Arenac ISD: Board of Education or the Bay-Arenac ISD: Service Employees Association (SEA/MEA) will be the addressed heading to which the certified notice shall be given.

ARTICLE XXI COMPENSATION

The hourly rate of employees covered by this agreement is set forth in Appendix A, which is attached to and incorporated in this Agreement. Such salary schedule shall remain in effect during the designated period.

- A. For the duration of the agreement, all bargaining unit members steps shall be frozen at the current step reported on June 30, 2011. The aggregate cost for step increases shall be divided by the total number of active district employees reported on July 1, 2011, and distributed to employees as an on-schedule, hard-dollar

payment. On June 30, 2012, a 2nd calculation of the aggregate cost of step increases will be divided by the total number of active district employees reported on July 1, 2012, and distributed in the same manner. No step increases shall be granted during the life of the agreement. Annual payments shall be distributed in the last payroll in June.

Employees hired after July 1, 2007, shall be paid at the “new hire” rate.

- A. Eligible bargaining unit members who begin their 15th year of unbroken employment with the Board shall receive a longevity payment of \$.10/hour. Beginning their 20th year, they shall receive \$.15/hour and beginning their 25th year shall receive \$.25/hour.

**Appendix A
2011-2013**

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Year 15	Year 20	Year 25
											\$0.10	\$0.15	\$0.25
Bookkeeper	\$12.14	\$12.71	\$13.30	\$13.94	\$14.45	\$15.20	\$15.88	\$16.64	\$17.29	\$17.92	\$18.02	\$18.07	\$18.17
Bookkeeper (New Hire)	\$10.28	\$10.79	\$11.33	\$11.83	\$12.29	\$12.74							
Printing/Graphic Technician	\$11.34	\$11.83	\$12.43	\$12.97	\$13.60	\$14.28	\$14.99	\$15.64	\$16.25	\$16.86	\$16.96	\$17.01	\$17.11
New Hire	\$10.28	\$10.79	\$11.33	\$11.83	\$12.29	\$12.74							
Pupil Accounting/Tuancy	\$16.90	\$17.65	\$18.43	\$19.24	\$20.10	\$20.98	\$21.92	\$22.89	\$23.91	\$24.97	\$25.07	\$25.12	\$25.22
Secretary	\$11.62	\$12.19	\$12.78	\$13.42	\$13.93	\$14.68	\$15.36	\$16.12	\$16.77	\$17.40	\$17.50	\$17.55	\$17.65
Plus 30	\$12.12	\$12.69	\$13.28	\$13.92	\$14.43	\$15.18	\$15.86	\$16.62	\$17.27	\$17.90	\$18.00	\$18.05	\$18.15
Secretary New Hire	\$10.28	\$10.79	\$11.33	\$11.83	\$12.29	\$12.74							

Appendix B

Individual & Professional Development Plan Process Proposal

Introduction

Individual Development Plans (IDPs) provide a means to align District and employee goals, and provide the foundation for future oriented activities. Four factors are critical to the success of goal setting. First, goals are mutually developed. The employee and the supervisor establish goals that support unit or district initiatives, and are achievable. Second, activities and time lines are identified to accomplish the goal. Third, key success indicators are established. Four, the parties agree to review the goals periodically.

Procedure

The foundation of the process is a current job description for the employee, an understanding of the functional relationship the employee has with other stakeholders, a clear understanding of organizational or unit goals/objectives, and a measurement system to assure goal accomplishment.

Employee development is an ongoing process, not an event. Preliminary activities which include clarification of the organization's direction, an understanding of an employee's needs, feedback on current performance, and relationship building are as important as the plan document. Likewise, post planning follow up will increase the likelihood that performance meets expectations.

Phase One

Create the environment through preparation. The key to success, is

- an appropriate setting, one considered neutral by both the supervisor and the employee;
- appropriate documents available during the planning session;
- a plan of what is to be accomplished during the session;
- adequate time to complete the plan;
- and the skills to effectively conduct an IDP session.

Phase Two

The document preparation stage includes a

- review of unit goals/objectives to gain clarity of the units direction;
- review of the job description, revising job duties and/or job goals to reflect current or future responsibilities;
- and a review of existing plan documents to bring closure and celebrate accomplishments.

Phase Three

Plan development is an activity where

- the supervisor assists the employee envision and develop a list of personal and professional goals;
- the goals are prioritized and time lines as well as success indicators are developed (you get what you measure);
- support is identified for each goal (this is critical to successful completion of the goal);
- and review dates are established.

Phase Four

Celebrate and do it all over again

Appendix C

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

DATE: _____

NAME: _____

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

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

Type of FMLA leave requested:

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

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

Except as explained below, you have the right under the FMLA of up to twelve (12) weeks in a fiscal year (July 1 - June 30) for the reasons listed above. Also, your health benefits must be maintained during any period of unpaid leave under the same conditions as if you continued to work, and you must be reinstated to the same or an equivalent job with the same pay, benefits, and terms and conditions of employment on your return from leave. If you do not return to work following FMLA leave for a reason other than: (1) the continuation, recurrence, or onset of a serious health condition which would entitle you to FMLA leave; or (2) other circumstances beyond your control, you may be required to reimburse us for BAISD's share of health plan contributions made on your behalf during your FMLA leave.

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

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

You are eligible not eligible for leave under the FMLA.

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

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

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

Employee Signature

Date

Supervisor Signature

Date

APPENDIX D
GRIEVANCE FORM

File Number: _____

LEVEL TWO – ADMINISTRATOR/SUPERVISOR (Oral)

DISCUSSION WITH ADMINISTRATOR/SUPERVISOR Date: _____ Time: _____

LEVEL THREE (Within 7 working days after Level Two discussion)

NAME: _____ DATE FILED: _____ TIME FILED: _____

POSITION: _____ IMMEDIATE SUPERVISOR: _____

Date of Alleged Violation: _____

Alleged Violation: Article _____, Paragraph _____, Page _____

Description of Alleged Violation: _____

Relief Requested: _____

Date

Employee Signature

LEVEL THREE (Within 7 working days from receipt of written Grievance)

ADMINISTRATOR/SUPERVISOR LEVEL (Written)

Date Filed: _____ Time Filed: _____

ADMINISTRATOR'S/Supervisor's Decision (Be specific): _____

Date

ADMINISTRATOR/Supervisor Signature

ASSOCIATION'S RECEIPT OF DECISION ACKNOWLEDGED:

Date

Received by Signature

File Number: _____

LEVEL FOUR – SUPERINTENDENT OR HIS/HER DESIGNEE LEVEL (Within 7 working days from Level Three decision)

Date Filed: _____ Time Filed: _____

Superintendent’s Decision (Be specific): _____

Date ADMINISTRATOR/Supervisor Signature

ASSOCIATION’S RECEIPT OF DECISION ACKNOWLEDGED:

Date Received by Signature

LEVEL FIVE – BOARD LEVEL:

Date Filed: _____ Time Filed: _____

Board’s Decision (Be specific): _____

Date ADMINISTRATOR/Supervisor Signature

ASSOCIATION’S RECEIPT OF DECISION ACKNOWLEDGED:

Date Received by Signature

LEVEL SIX – THIRD PARTY LEVEL:

Date Filed: _____ Time Filed: _____

Third Party’s Decision (Be specific): _____

Date ADMINISTRATOR/Supervisor Signature

ASSOCIATION’S RECEIPT OF DECISION ACKNOWLEDGED:

Date Received by Signature