

*Between the Bay-Arenac ISD Board of Education  
and the United Steelworkers  
AFL-CIO-CLC Local Union 7380*

# AGREEMENT

*2011-2013*



## AGREEMENT

This Agreement is entered into this 16<sup>th</sup> day of May 2011, by and between the Bay-Arenac ISD Board of Education, Bay City, Michigan, hereinafter called the "Board or Employer," and the United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers, AFL-CIO-CLC, (USW) on behalf of Local Union 7380, hereinafter called the "United Steelworkers or the USW."

### ARTICLE I RECOGNITION

Pursuant to and in accordance with all applicable provisions of the Public Employee Relations Act PERA, as amended, the Board does hereby recognize the USW, as the exclusive representative for the purpose of collective bargaining in regard to wages, hours, and other terms and conditions of employment for the following full and part-time employees:

Office Professionals  
Building Services  
Student Support Specialist  
Food Service (Cook/Server/Cashier)

Excluding all full-time and part-time supervisory, executive, or administrative personnel, all substitute employees, all professional personnel, and all other employees of the Board.

### ARTICLE II RIGHTS OF THE UNION

- A. Upon obtaining the approval of the Superintendent or his/her designee in advance, the USW will have permission to use office facilities and equipment without charge subject to use agreements and policies developed by the Board and applied in this context when such equipment is not otherwise in use, and when such use is for USW business. Any materials used would be at the USW expense.
- B. Copies of the Agreement will be duplicated at the expense of the District. It will be the responsibility of the USW to see that its members each receive a copy of the Agreement.
- C. The Board agrees not to negotiate with any organization representing the employees covered by this agreement, other than the USW, for the duration of this agreement.
- D. It is the continuing policy of the Board and the USW that the provisions of this agreement shall be applied to all employees without regard to race, color, religious creed, national origin, age, or sex, height, weight, familial status.
- E. Authorized representatives of the USW shall be permitted access to the facilities of the

employer for the purpose of discussing matters covered by this agreement with employees. Before making such visitations, the representative must first contact the building principal, or his/her representative, to be advised of the times the employee would be available. Upon entering the facility, the representative must report his/her presence to the main office.

- F. Special meetings between the USW and the Administration may be called by mutual agreement for the purpose of discussing important matters. Normally the arrangements for the special meetings will be made between the Unit President and the Superintendent or his/her designee. Such arrangements will include an agenda, a specified time and place for the meeting, and the names of the persons to be invited. If there is agreement to hold the meeting during working hours, employees participating shall not suffer a loss of pay for the time spent attending the meeting.
- G. Review of Personnel File: A bargaining unit member shall have the right, by written request to review the contents of his/her personnel file, excluding those matters exempted from review by Michigan and federal law, including, but not limited to, those materials exempt from the definition of a "personnel record" under the Bullard-Plawewski Employee Right to Know Act.
- H. Information for Bargaining: Upon written request and to the extent required by law, the parties shall make available to one another information necessary to assist in the processing of grievances, the administration of this Agreement, and the negotiation of a successor contract to this Agreement.

### ARTICLE III MANAGEMENT RIGHTS CLAUSE

The Board, on its own behalf, and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan, and of the United States.

- A. The USW recognize and agree that the Board, as the Employer, has the responsibility and authority to manage and direct, by the establishment of and administration of policy, in behalf of the public, all the operations and activities of the Bay-Arenac ISD to the full extent of the law.
- B. The USW recognize and agree that the Board retains the 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 of 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 classification, assign, transfer, promote, demote, release, and layoff employees.
5. The right to determine the qualifications of employees.
6. The right to discipline, suspend, and discharge employees for just cause and to maintain an orderly, effective, and efficient operation.

#### ARTICLE IV DISCHARGE AND DISCIPLINARY ACTION

1. The employee has the right to have a representative of the USW present at any meeting at which the employee is to be disciplined, or at an investigation meeting that may lead to discipline, 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 USW 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 V INSURANCE

- 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 employee's 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 full-time full school year basis.
- B. Health Insurance 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 for insurance and who enroll for health care protection will be enrolled in the Bay-Arenac ISD Health Plan, subject to the rules and policies of the third party administrator, carrier, underwriter and non-profit health care corporation. Plan benefits will be described in the Summary of Plan Description. Employees shall have a \$5.00 prescription co-pay for generic drugs, a \$20.00 co-pay for formulary drugs, and a \$40.00 co-pay for non-formulary drugs whether dispensed at a retail pharmacy or mail order. The benefit will not include provisions for Dispensed as Written. Medications prescribed on a long term basis (three (3) months or

more) to treat chronic conditions shall be purchased through mail order after the third (3<sup>rd</sup>) fill. All prescription fills after the third (3<sup>rd</sup>) shall have a co-payment of 100%.

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

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 (30) hours each week on a regularly scheduled basis shall be eligible for the fringe benefits provided in this Article. Part-time bargaining unit members who work a minimum of twenty (20) hours per week on a regularly scheduled basis shall be entitled to a portion of the Board premium contributions made on their behalf by the Board, toward the coverages specified in ¶B. 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. 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.

D. Dental Benefit: The Board shall provide dental benefit for employee, employee's 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

E. Vision Benefit: A self-funded Vision care plan shall provide for employee, employee's

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

- F. Continuation of Coverage: When an employee has exhausted all available sick leave and has requested extended unpaid leave due to illness or disability, 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 interval is greater. The Board shall make premium payments on behalf of the employee and eligible dependents upon the employee's return to work from an authorized leave of absence for enrollment in insurance plans or programs for which the employee may be eligible under the terms of the collective bargaining agreements. 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. Hospital/medical benefits provided in this paragraph will be provided to the extent allowed by COBRA. Subject to the limitations of the insurance carrier, employees on layoff may pay the life, hospitalization/medical insurance premiums to the Board prior to the premium date. The Board shall make premium payments on behalf of the employee and eligible dependents upon the employee's return to work from layoff for enrollment in insurance plans or programs for which the employee may be eligible under the terms of the collective bargaining agreement. Enrollment or claim decisions are ultimately made by the insurance carrier.

- G. Cash in Lieu of Health Plan: If one (1) or 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. The Board shall make premium payments on behalf of the employee and his/her dependents toward health care coverage for July and August if the employee has been

employed ten (10) months in the prior fiscal year. Where an employee has been employed by the district for less than 10 months in the prior fiscal year, the Board's premium contribution shall be prorated. Coverage will begin September 1, or at the date of employment.

- I. If an employee is absent due to illness or injury compensable under the Michigan Workers' Disability Compensation Act, he/she shall have the option to receive the difference between his/her regular daily wages and the amount received as workers' compensation benefits, with the differential to be deducted from the employee's accumulated sick leave. (For example, if workers' compensation pays 60%, sick leave will pay 40% of the employee's daily rate and the employee's sick leave accumulation shall be charged .4 of a day for each day so used). In order to exercise this option, the employee shall submit a signed request to that effect to the Board.
- J. 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.
- K. Benefit Coordination: Where an employee covered by this Agreement and their spouse are both employed by the Board, the employee and/or their eligible dependents who are enrolled in any health or medical insurance coverage 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 ¶G of this Article.

In the event an employee retires from Bay-Arenac ISD, is eligible to receive pension benefits from MPSERS, and applies to receive benefits at the time of his/her resignation from BAISD, the Board shall make the Board's portion of the premium payments on behalf of the employee, spouse, and dependent children for July and August.

## ARTICLE VI CONDITIONS OF EMPLOYMENT

- A. Employees shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety, or well being.
- B. Applicants with previous experience may be allowed credit for such experience at the discretion of the Superintendent.
- C. In order for employees to move to the next step on the salary schedule they must be employed at the previous salary step six (6) months prior to June 30th. All subsequent salary increases will become effective July 1.
- D. Part-time employees will not be covered by fringe benefits and will not move beyond the



second step of salary schedule. A part-time employee is one who works less than 20 hours per week.

- E. The Administration shall be responsible to have job descriptions for employees.
- F. Student Support Specialist who are assigned by the administration to function in the place of a substitute teacher (in the absence of the regular staff member for non-instructional duties approved by the administration, absence for illness, extended school visitations, or other absences approved by the administration), shall receive an additional compensation of \$6.50 for the 2007-2008, \$6.75 for the 2008-2009, and \$7.00 for the 2009-2010 school years during such time.
- G. Employees who work five hours or more are entitled to a relief time, morning and afternoon, not to exceed fifteen (15) minutes at either time.
- H. Employees shall have the choice of 21 or 26 pay periods. All employees must submit time sheets reflecting pay adjustments for time lost, or for extra hours worked within the nearest pay period the loss or increase occurs.
- I. If, during the life of this Agreement
  - 1. The duties and responsibilities of a bargaining unit member's job is substantially changed, or
  - 2. When a new position in the bargaining unit is created, or
  - 3. A previous position that has been represented within the bargaining unit is re-established, then the USW shall be notified in writing prior to becoming effective. In the event the USW does not agree that the classification or wage rate is proper, it shall be subject to negotiations. Nothing in this agreement shall prevent the Board from implementing an interim classification placement and/or wage rate (based upon the rate and classifications existing in this Agreement) pending the completion of negotiations.
- J. The Board will reimburse employees for education course work tuition, which is relevant to their present position at \$300.00 per year. All course work to be taken must be specifically approved by the Superintendent or his/her designee in advance of enrollment if reimbursement is to be requested. Reimbursement will be paid upon receipt of successful completion of the course.

ARTICLE VII  
WORKING HOURS

A. Normal working days/week shown below:

Office Professionals	7.5 hrs. per day
Building Services	8 hrs. per day
Cook/Food Server/Cashier	7 hrs. per day
Student Support Specialist	7 hrs. per day
Part-Time Custodian	Hours as arranged

Unless notified by the administration, the normal workday for student support specialist is 7:30 am – 3:30 PM, Monday – Thursday, and 7:30 am – 3:00 PM on Friday or the last day of the week; i.e., Thanksgiving break, winter and spring break, and any other days when the week does not end on Friday.

B. The Board shall pay employees time and one-half (1-1/2) for all hours worked beyond forty (40) in one (1) week.

C. Overtime for snowplow duty shall be limited to those personnel trained and qualified to do this work. Payment for snow plow duty shall be at the rate of time and one half base pay.

D. 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, actual expenditures with receipts. Per diem rates may be adjusted to reflect IRS regional rates.

d.) Lodging – Actual expenditures for a standard single room, with receipts, per District policy, excluding gratuities, room service, and personal expenses.

2. 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.

E. Bargaining unit members who are pre-scheduled by the administration to work other than their current scheduled days or hours, will be paid for time worked at their current hourly rate of pay excluding activities where stipends may apply.

F. Bargaining unit members who wish to work as substitutes during the summer will notify the administration prior to the end of the school year. Hours worked will be compensated at Board approved substitute rates for the position.

ARTICLE VIII  
VACANCIES

- A. A vacancy shall be defined as a newly created position within a classification represented by the USW in this bargaining unit or a present position within a classification represented by the USW 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. There will be no requirement to post vacancies, as defined below, where the position may be filled by return of a bargaining unit member from leave of absence or by recall from layoff.
- C. Whenever a vacancy occurs, the Board shall publicize same by posting such a position at each work site. The notice shall contain a job description, qualifications and proposed salary. Ten days notice, excluding Saturdays, Sundays, and Holidays, shall be given before such vacancies shall be filled. The administration shall also publish such vacant positions on the ISD web site, and the ISD telephone system job line, and provide a copy of such to the unit president either by mail or hand delivered.
- D. Filling a Vacancy: – After the expiration of the posting period, the Board may fill the position by transfer of an employee within the classification or by awarding the position to another applicant. Employees interested in such vacancies shall notify the Superintendent/Designee in writing. In filling vacancies, the Board shall consider the experience, skills, educational qualifications, length of service in the Bay-Arenac Career Center and other relevant factors of the candidates. If, in the judgement of the Board, all other factors are equal, the applicant with the longest period of continuous service with the Bay-Arenac Career Center shall be given preference for such vacancy.
- E. If filling a vacancy results in the hiring of a new employee, the USW shall be notified of the following:
  - 1. Employee Name
  - 2. Classification
  - 3. Pay Rate
  - 4. Start Date of Job

ARTICLE IX  
SICK LEAVES AND LEAVES OF ABSENCE

- A. Sick leave with pay shall be granted in cases of severe illness to the employee, spouse, or dependent children. A maximum of six (6) days per year shall be allowed when the illness involves spouse, son, daughter, parent(s) of the employee. More days may be used if the leave qualifies under FMLA (See Article IX).

All employees shall be entitled to one (1) day of sick leave for every completed month of employment, two (2) of which may be used for personal days. Beginning with the third year of employment, employees shall receive twelve (12) paid sick days per year, two (2) of which may be used for personal days, to be available July 1 of each contract year, accumulative to 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 twelve (12) days (\$240.00), 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. The Superintendent/Designee may require a doctor's statement for any or all sick days used.
- C. Personal business days may be taken only upon the approval of the Superintendent/Designee.
- D. In the event of death in the immediate family (parents, spouse, children, stepchildren, grandchildren, mother-in-law, father-in-law, brother, sister, brother-in-law, sister-in-law, and grandparents), the employee shall be granted up to a three day leave of absence with pay, not chargeable to sick leave allowance. Should additional days be needed, or, in the event an employee must attend a funeral involving relatives or other persons not specifically identified in Article IX ¶C, the employee at their request may exercise the option of using other paid (i.e. sick, personal, or vacation) or unpaid leave time.
- E. Upon retirement from Michigan Public School Employees' Retirement System, the employee will receive termination pay of \$20.00 per day for all days unused sick leave. In the event of an employee's death, termination pay of unused sick pay will be paid the beneficiary or estate.

Leaves of Absence Without Pay:

- A. Maternity and adoption leave (beyond accumulated sick leave) shall be granted for up to one year without pay. An employee returning from leave provided for in this paragraph shall be placed on the next step of salary schedule from which the employee went on leave. Upon request, the leave may be renewed for one additional year.
- B. An employee 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.
- C. An employee may apply and be granted, with management approval, unpaid educational leave up to one (1) year with seniority and accumulated sick leave frozen - not accumulated.

- D. Leave of absence with the maximum of fifteen (15) days per year, may be granted to the bargaining unit to conduct USW business. The request for these days will be made by the Unit Chairperson or his/her designee at least twenty-four (24) hours before the absence with additional days at the discretion of the Superintendent or his/her designee. No more than two people will be allowed time off for USW Business at one time.

*NOTE:* All employees returning from any leave will return to their same shift, job, and classification.

Family Medical Leave Act (FMLA) Leaves

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

Employment of Employees with Disabilities: Where an employee is disabled with the meaning of federal and state statutes governing employment of individuals with disabilities, the Board and the Association will engage in an interactive process with that individual to determine the existence of any reasonable accommodations.

ARTICLE X  
HOLIDAYS

- A. All 52 week employees are paid for legal holidays which occur during their work week, and in addition, the last working day prior to Christmas or the first work day following Christmas, depending upon constituent district calendars, the Friday following Thanksgiving, Good Friday, and all New Years Eve should it fall on a work day. The legal holidays are New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.
- B. All thirty-eight (38) week employees will be paid for the following legal and locally established holidays: Labor Day, the last working day prior to Christmas or the first working day following Christmas, depending on the constituent district calendars, Christmas Day, New Years Eve Day should it fall on a working day, New Years Day,

Thanksgiving, the day following Thanksgiving, Good Friday, Memorial Day, and Independence Day (if working during this time).

- C. Employees must work the day before and the day after as designated on the school calendar, unless excused.
- D. Should a holiday fall on a Saturday, Friday shall be considered as a holiday. Should a holiday fall on a Sunday, Monday shall be considered as the holiday.

## ARTICLE XI VACATIONS

- A. All 52 week, employees shall be entitled to one week paid vacation after completing one year of employment and after completing the second year they would receive two weeks plus one day, with the approval of their supervisor. Beginning with the sixth completed year of employment they would earn one additional day each year with a maximum vacation of twenty (20) days. After completing the first year there shall be a fixed anniversary date of January 1 or July 1 (any employee hired between April 1 and September 30 would have a fixed anniversary date of July 1; between October 1 and March 30, an anniversary date of January 1.)

### EXAMPLE:

Years completed:	1	2	3	4	5	6	7	8	9	10	11	12
Vacation Days:	5	11	11	11	12	13	15	16	17	18	19	20

- B. All Office Professionals, Food Service, and Student Support Specialist, on a 40 week assignment, shall be entitled to one (1) week paid vacation per year after one year of employment to be taken at Christmas vacation or Spring vacation time. After three years' employment, such 40 week employees shall be entitled to two weeks vacation to be taken during the Christmas and Spring vacation periods. This benefit shall not extend to Office Professionals, Food Service, and Student Support Specialist hired after July 1, 2007. When a 40 week employee becomes a 52 week employee they shall be entitled to vacation as a 52 week employee with full (52) week credit for completed years of service from date hire.
- C. If an employee is unable to use his/her accumulated vacation days within the contract year, a six (6) month extension of time for taking such vacation shall be granted. If an employee leaves his/her employment with the Bay-Arenac Career Center, for whatever reason, they will be paid for any vacation earned. In the event of the employee's death, vacation pay due will be paid the beneficiary or estate.

## ARTICLE XII

## INCLEMENT WEATHER

When the Superintendent or his/her designee deems it necessary to close the school to students due to inclement weather, the employees will make every reasonable effort to be present. Employees who are unable to report to work shall notify their supervisor.

## ARTICLE XIII GRIEVANCE PROCEDURES

- A. A grievance is a complaint alleging violation of a specific article and section of the Agreement. Both parties agree that the grievance proceedings will be kept as confidential as may be appropriate at any level of such procedure and that the primary purpose of such procedure is to secure at the lowest level possible equitable solutions to the problems of the parties. Reasonable time will be allowed for the representative of the USW to investigate said violation. The USW shall be present at any settlement (adjustment). Either party may request the decision in writing at any level.

Level One: Discussion with principal or his/her designee, with or without steward, in the hope of resolving the matter.

Level Two: Discussion with the USW's representative to see if he/she concurs that a grievance exists.

Level Three: A written signed grievance must be filed within seven (7) school days after the occurrence of the alleged violation, stating the nature of the grievance, the article and section of the Agreement allegedly violated. The grievance will be discussed with the grievant, steward, principal or his/her designee and a decision rendered within seven (7) school days.

Level Four: If the grievance is not solved within seven (7) school days of its filing with the principal, the grievance will move from the principal of Bay-Arenac Career Center to the Superintendent or his/her Designee to be resolved within seven (7) school days.

Level Five: If this decision is not satisfactory, the USW 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 aggrieved employee(s) and a USW representative will be given an opportunity to be heard. The Board will render its decision, in writing, within seven (7) school days.

Level Six: If the decision of the Board is not satisfactory to the USW the grievance may be submitted to a state mediator. The mediator shall submit his/her recommendation to both parties, which will not be binding on either party. The Board shall review their decision made at Level Five.

ARTICLE XIV  
NEGOTIATION PROCEDURES

- A. During the month of March of the year the contract expires, the parties will initiate negotiation, for the purpose of entering into an Agreement for the ensuing period.
- B. Neither party in any negotiation will have control over the selection of the negotiating or bargaining representatives of the other party. Both parties agree to submit the final agreement for ratification to their appropriate governing bodies on the earliest convenient date. After ratification by both parties, their representative will attach their signature to the ratified Agreement, as soon as possible.
- C. The Board specifically recognizes the rights of its employees appropriately to invoke assistance of the Michigan Employment Relations Commission or a mediator from such public agency, pursuant to the provision of the Agreement.
- D. Despite reference herein to the Board and the USW as such, each reserves the right hereunder by committee or designated representative.
- E. There will be at least four signed copies for purposes of record. One retained by the Board, two by the USW, and one by the Superintendent

ARTICLE XV  
USW RECOGNITION

Section 1: Agency Shop

All present regular employees shall, as a condition of employment, and all newly hired employees upon completion of the probationary period, shall join the USW or pay a Service Fee to the USW equivalent to an amount of money equal to the USW's regular and usual initiation fees and its regular and usual dues less any amounts not permitted by law.

- A. In the event an employee refuses to comply with the above the employer shall, pursuant to MCLA 408.477, MSA 17.277 (7), and at the request of the USW, deduct the service fee from the bargaining unit member's wages and remit same to the USW.

Section 2: Checkoff

- A. During the life of this Agreement, the Employer agrees to deduct from the wages of such employees in accordance with the expressed terms of a signed authorization to do so, the membership fees and lawful assessments, except fines, in amounts designated by the USW. Said deductions shall be made from the first payroll of each month and



immediately forwarded to the International Secretary-Treasurer, United Steelworkers, at the address which he/she authorizes for this purpose. Such dues, accompanied by a list of employees from whom they have been deducted and the amount deducted from each, shall be forwarded to the USW no later than fifteen (15) days after the deductions were made.

- B. A bargaining unit member who, because of sincerely held religious beliefs or due to adherence to teaching in a bona fide religion, body or sect which has historically held conscientious objection to joining or supporting labor organizations shall not be required to join or maintain USW membership or otherwise financially support USW as a condition of employment. However, such bargaining unit member shall be required, in lieu of periodic dues, service fees, and/or initiation taxation, to pay sums equal to such amounts to a non-religious charitable fund exempt from taxation under Section 501(C)(3) of the Internal Revenue Code. Donation shall be made to one of three such charitable organizations as mutually designated by the Board and the USW.
- C. The USW shall notify the Board thirty (30) days prior to any change in its dues.
- D. The USW shall indemnify and save the Board harmless against any and all claims, demands, suits, or other forms of liability which may arise out of or by reason of action taken or not taken by the District in reliance upon information furnished to the Board by the USW in the course of enforcing this Section. Further, the USW agrees to indemnify and save the Board of Education of Bay-Arenac ISD, the individual members of its Board of Education, and individual administrators, harmless against any and all claims, costs, suits, claims for attorneys fees or other forms of liability as well as all Court and/or administrative agency costs that may arise out of or by reason of action by the Board or its agents for purposed of complying with the union security provisions of this Agreement. The USW also agrees that neither it nor its affiliates will in any proceeding assert that the defense of indemnity provisions of this Article are either unenforceable or void.
- E. The Board shall deduct from the pay of each employee from whom it receives authorization to do so and make appropriate remittance for credit union, savings bond, annuities, or any other plans approved by the Board. Annuity plans must have a minimum of twenty-five percent (25%) of the employees authorized for payroll deduction.

#### ARTICLE XVI LAY-OFF LANGUAGE

- A. 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 Unit Bargaining Chairperson, and affected employees, in writing ten (10) days prior to scheduled layoffs. The USW Committee and administration will meet to discuss

alternatives. If no alternatives are available, employees will be notified immediately of their layoff. If a vacancy occurs as a result of the layoff of the lowest seniority employee in the classification, Article XVII 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 affected 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 any classification within the bargaining unit, the employee scheduled for layoff may apply within five (5) working days of notification for the job held by the lowest seniority employee within the classification and if qualified, placed on the job. To be qualified, the employee must have required knowledge, meet minimum standards for the job, or have held the job previously. Once placed, the employee with less seniority will be displaced.

When an employee moves into a new classification due to a layoff, a thirty (30) working day trial period will be used to evaluate the employee placed in the job. (See Article XVI - Paragraph B). During the thirty (30) working day trial period, the employee will be paid the beginning rate in the job, unless they are moving within the same classification. 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.

When bargaining unit members are recalled after one (1) calendar year, they will return on a probationary basis for a period of thirty (30) days, and if satisfactory will be reinstated to the step they would have been otherwise entitled to prior to layoff.

B. Evaluating Procedure:

The parties agree that a process of evaluating new or transferred employees should be developed as follows:

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 (3) 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 Unit Bargaining Chairperson, 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.

ARTICLE XVII  
SENIORITY/INITIAL PROBATIONARY PERIOD

“Seniority shall be defined as the length of a bargaining unit member’s continuous and uninterrupted employment in the respective seniority classifications of this bargaining unit from the employee’s initial date of hire in such classification.

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

- A. A new employee will be considered a probationary employee until he/she has worked in the same classification at least ninety working days. An administrator may conduct at least two evaluations during the probationary period.
- B. Upon completion of the probationary period the employee will be considered as a seniority employee and his/her seniority within his/her classification will be established as of the date of hire. At least once every two years the employee may be evaluated by the administration.
- C. The employee's seniority date shall not automatically determine the employee's placement on the salary schedule.
- D. 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 classification seniority he/she acquired at the time of layoff.
  4. The employee retires.
  5. The employee fails to return from layoff or leave of absence on the date of recall or expiration of leave.
  6. The employee fails to notify the employer of his/her intention of returning to work after 5 days.
  7. The employee transfers to a position with the Board that is not covered by the terms and conditions of this Agreement.
- E. For employees having the same seniority date, the most senior employee will be determined by draw.

- F. Laid-off or discharged probationary employees shall not have recourse to the terms of this Agreement for the matter of lay off or discharge.
- H. An employee who transfers from one classification into another within the Bargaining unit shall carry-over their District seniority for all benefits and wage step, but shall be limited to their new seniority date within their classification for all other terms of this agreement.

#### ARTICLE XVIII JURY DUTY

Any employee who is off work for jury duty shall be paid his/her full salary for such time missed. If an employee is released from jury duty prior to the end of his/her regular working day, he/she must contact his/her supervisor for direction for the balance of the working day. The amount the employee is paid for jury duty from the court, less any meal or mileage reimbursement, shall be paid to the Board and the employee shall receive his/her regular paycheck.

#### ARTICLE XIX NO STRIKE OR LOCKOUT

The USW and the Board recognize that strikes, lockouts, and other forms of work stoppage by employees are contrary to law and public policy. The USW and the Board subscribe to the principal that differences shall be resolved by peaceful and appropriate means without interruption of the school program. The USW and the Board, therefore, agree that its officers, representatives, and members shall not authorize, instigate, cause, aid, encourage, ratify, or condone, nor shall any of those parties take part in any strike, slowdown, or stoppage of work, boycott, lockout picketing, or other interruption of activities in the school system. Failure or refusal on the part of any employee to comply with any provision of this article shall be the cause for disciplinary action.

#### ARTICLE XX WAGES

- A. Bargaining unit members hired after July 1, 2007, shall be hired at the “new hire” rate for their classification. Effective July 1, 2007, all bargaining unit members in the secretarial classification shall be classified as secretary and shall be paid the Secretary Specialist wage rate. The certificate and +30 wage rates are eliminated. Salary and wage increases for the duration of the agreement shall be calculated through the following. All bargaining unit member’s steps are frozen at the current step as

reported on June 30, 2011. The aggregate cost for step increases shall be divided by the total number of active district employees reported on July 1, 2011, and distributed to employees as a hard-dollar payment. On June 30, 2012, a 2<sup>nd</sup> calculation of the aggregate cost of step increases will be divided by the total number of active district employees reported on July 1, 2012, and distributed in the same manner. No step increases shall be granted during the life of the agreement. Annual payments shall be distributed in the last payroll in June.

B. When additional leadership duties, as defined by the administration, are assigned by the administration to a bargaining unit member in the Building Services classification, the bargaining unit member shall be compensated an additional \$.50 per hour.

C. Custodians

Reports to work after 2:00 PM but prior to 10:00 P.M. .10/hr

Reports to work after 10:00 PM but prior to 5:00 a.m. .20/hr

Custodians shall receive an additional \$1.00 per hour for actual time of asbestos removal.

The Employee(s) who hold the courier position may be required to do incidental custodial work as part of the courier's duties. When the employee(s) are scheduled to do custodial work beyond what is considered incidental, the employee shall be compensated at the step on the custodial schedule that they would be entitled to.

In the event an employee is assigned courier duties on a temporary basis to cover for contractual absences or absences due to administrative reassignment, the employee shall be paid at their normal hourly rate.

## ARTICLE-XXI

### DURATION, CONDITION, AND TERMINATION OF AGREEMENT

A. This agreement shall become effective May 16, 2011, and shall continue in full force and effect, without change, until June 30, 2013.

B. Notice, shall be given by either party may initiate notice sixty (60) days prior to the expiration of this agreement by certified mail. be completed by and at the time of mailing, and if given by the Employer, Board to be addressed to the United Steelworkers, Euclid Plaza, Suite 10, 503 N. Euclid Avenue, Bay City, Michigan 48706; and if by the USW, to be addressed to the Board at 4228 Two Mile Rd., Bay City, Michigan 48706. Either party may, by like written notice, change the address to which certified mail notice to it shall be given.

C. There are no understandings or agreements which are binding on either the Board or the USW other than the written agreements contained in this contract. No further agreement shall be binding on either the Board or the USW unless and until the same has been put in

writing and signed by both the Board and the USW, either as an amendment to this Agreement or as a Letter of Agreement approved and executed by the parties. It is the intent of the Board and the USW that the provisions of this Agreement supersede all prior agreements and understandings, oral or written, express or implied, between them and shall govern their entire relationship and shall be the source of all rights and claims which may be asserted hereunder.

- D. The USW and the Board, for the life of this Agreement, each voluntarily and unqualifiedly waive the right and each agrees that the other shall not be obligated to bargain collectively with regard to any subject matter referred to or covered by this Agreement and also with respect to any subject matter which was negotiated or raised in bargaining leading to the formation of this Agreement but upon which no agreement was reached at the time that the parties ratified and signed this Agreement.
- E. SEPARABILITY: In the event that any provision or application of this Agreement shall be held to be contrary to law by a court of competent jurisdiction or become unlawful due to subsequent legislative enactment, such as invalidated provision shall be void and inoperative. However, all remaining provisions of this Agreement shall continue in effect to the extent provided by law.

Signed this \_\_\_\_ day of \_\_\_\_\_, 2007

BAY-ARENAC ISD

UNITED STEELWORKERS  
AFL-CIO-CLC

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By fulfilling either Dues Check-off or contributing to the scholarship fund will fulfill the condition of employment of Article XV, Section 1.

In the first quarter the parties involved will meet to discuss a way to permanently fund this program.

BAY-ARENAC INTERMEDIATE  
BOARD OF EDUCATION

UNITED STEELWORKERS  
AFL-CIO/CLC

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Miles Cameron, Staff Representative  
Local Union 7380

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**BAY-ARENAC ISD  
STEELWORKERS  
2011-2013 SALARY SCHEDULE**

<b>Step</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>	<b>10</b>
Secretary	11.71	12.29	12.87	13.54	14.05	14.79	15.48	16.24	16.91	17.53
Secretary (New Hire)	10.28	10.79	11.33	11.83	12.29	12.74				
Cook/Server/Cashier	12.60	12.95	13.29	13.63	13.98	14.34				
Cook/Server/Cashier (New Hire)	9.45	9.71	9.96	10.22	10.48	10.75				
Courier	10.70	11.08	11.43	11.79	12.19	12.52				
Courier (New Hire)	8.02	8.31	8.57	8.84	9.14	9.39				
Custodian	12.52	13.03	13.62	14.19	14.75	15.32	15.89	16.47	17.03	17.67
Custodian (New Hire)	11.06	11.50	11.91	12.35	12.78	13.25				
Maintenance	18.90									
Journeyman	19.52									
Master Licensed	20.75									
SS Specialist	16.48	17.40	18.20	19.06	19.94	20.77	21.63	22.49		
SSS (New Hire)	13.70	14.15	14.55	15.04	15.42	16.00	16.86	17.55	17.80	18.36
Licensed PN	18.92									
Licensed RN	27.72									