

**2020 - 2023**

**AGREEMENT**

**NEW BUFFALO AREA SCHOOLS**

**and**

**NEW BUFFALO EDUCATIONAL  
PERSONNEL ASSOCIATION**

This agreement entered into this day of April 13, 2020 and between the New Buffalo Educational Personnel Association (MEA/NEA), as hereinafter referred to as the Union, and the Board of Education of the New Buffalo Area Schools, hereinafter referred to as the Board or the Employer.

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

### **ARTICLE I -- PURPOSE AND INTENT**

- A. This Agreement is negotiated pursuant to the Public Employment Relations Act (PERA) to establish the wages, hours, terms, and conditions of employment for the members of the bargaining unit herein defined. These terms shall not be altered or modified without written mutual agreement and ratification by both parties.
- B. This Agreement shall constitute a binding obligation of both the Employer and Union and for the duration hereof may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of these parties in written and signed amendment to the Agreement.
- C. This Agreement shall supersede and have precedence over any rules, regulations, or practices of the Employer which shall be contrary to or inconsistent with its terms.
- D. The Employer and the Union recognize the importance of orderly and peaceful labor relations for the mutual interest and benefit of the Employer, Employees, and the Union. The Employer and the Union further recognize the mutual benefits of resolution of disputes which may arise as proper interpretation and implementation of this Agreement.

### **ARTICLE II -- RECOGNITION**

- A. The employer recognizes the New Buffalo Educational Personnel Association, an affiliate of the Michigan Education Association and the National Education Association, as the sole and exclusive bargaining representative for the purpose of and as defined in the Public Employment Relations Act, as amended, MCLA 423.201 et seq.; ("PERA"), for all full-time and regular part-time custodial/maintenance, bus drivers, mechanic, food service, administrative assistants, EMT and paraprofessional employees excluding bookkeeper/secretary, assistant bookkeeper, supervisors, student employees, substitutes, and all other employees.
- B. Unless otherwise indicated, use of the term "employee" when used hereinafter in this Agreement shall refer to all members of the above defined bargaining unit. Within the various classifications of employees covered herein, there shall be the following categories:

1. Full-time: An employee who is regularly scheduled to work 30 or more hours per week or more.
  2. Part-time: An employee who is regularly scheduled to work less than 30 hours per week.
  3. Probationary: An employee who is employed to fill a full-time or part-time position for a trial period of 60 working days in that position.
  4. School year employees: An employee whose employment follows the school calendar.
  5. Full-year employees: An employee who is employed to work on a twelve (12) month basis.
- C. New Employees: New employees shall not receive any benefits described in this contract until they complete 60 working days of service with the exception of insurance benefits as described in Appendix A.

### **ARTICLE III -- BOARD RIGHTS**

- A. Reserved exclusively to the Board are all responsibilities, powers, rights, and authority vested in it by the laws and Constitutions of the State of Michigan and of the United States or which have been heretofore properly exercised by it, excepting where expressly and in specific terms limited by the provisions of this Agreement.
- B. The Board and the Association recognize that the optimum learning environment includes a positive culture of learning and respect with a cooperative, collaborative, and collegial atmosphere shared by students, teachers, administrators, staff, parents, and community. Policies and practices adopted by the Board are intended to ensure a school culture of learning in which employees are promoting a friendly, cooperative environment.
- C. It is agreed that the Board hereby retains and reserves unto itself, without limitation, all the powers, rights, and authority which ordinarily vest in and have been exercised by the Board, except those which are clearly and expressly relinquished herein by the Board, or those things covered by applicable law. These rights include, by way of illustration and not by way of limitation, the right to:
1. Establish policies, manage and control the school district, its facilities, equipment, and its operations and to direct its working forces and affairs.
  2. Continue its policies and practices of assignment and direction of its personnel, determine the number of personnel, and the scheduling of all personnel.

3. Hire all employees and, subject to the provisions of law, determine their qualifications, and the conditions of their continued employment or their dismissal, discipline, or demotion and to promote, assign, transfer, and layoff employees.
4. Determine the services, supplies, and equipment necessary to continue its operations.
5. Determine the numbers and location or relocation of its facilities, work stations and bus routes.
6. Adopt rules and regulations, as long as they are not inconsistent with this Agreement or law and to determine essential job functions and position descriptions for all bargaining unit positions.
7. Determine the financial policies, including all accounting procedures.
8. Determine the size of the administrative organization, its functions, authority, amount of supervision, and structure of organization.

D. Contract Interpretation:

In the event of a claim of misinterpretation or misapplication of this Agreement, the integrity of the Board's rights as delineated in this Article shall be preserved.

E. Limitation on Board Rights:

The exercise of the above powers, rights, and authority by the Employer and the adoption of policies, rules, and regulations shall be limited only by the express terms of this Agreement.

#### **ARTICLE IV -- SUPPORT STAFF RIGHTS**

- A. Each staff member shall have the right, upon request in writing, to review the contents of his own personnel file, provided that all documents excluded from the definition of "personnel records" under the Bullard-Plawecki Employee Right to Know Act has been removed before it is made available to him. A representative of the Association may, if the staff member so desires, be requested to accompany the staff member in such review.
- B. A staff member shall be entitled to Weingarten Rights
- C. A written complaint by a parent/guardian of a student, and/or students, directed toward an employee may be called to the employee's attention.
- D. In the event the district receives a FOIA request for the personnel record(s) of any staff member(s), or any portion thereof, the district shall immediately provide the

following to the affected staff member(s) and to the Association:

- a. A copy of the FOIA request;
- b. The name(s) of the requesting parties and all documents and all communications received by the district related to the FOIA request; and
- c. Not later than 48 hours prior to their release, copies of all communications and documentation sent to the requesting parties by the district or other agents or attorneys.

#### ARTICLE V -- SENIORITY

- A. An employee's seniority shall date from such employee's most recent starting date of work in each classification of the bargaining unit described.  
Bus Driver  
Food Service  
Custodian/Maintenance  
Administrative Assistant  
Mechanic  
Para-professional: Library/Classroom/B.A.S.E./Recreation/Technology/Library Assistant/Lunch
- B. If more than one employee has the same date of hire, position on the seniority list shall be determined by drawing lots.
- C. The Employer shall annually (by November 1) provide to the Union a list of the employees arranged in order of their classification seniority. The Union shall have thirty (30) calendar days after receipt of said list to make any objection regarding the accuracy of the list. Absent such objection, the Employer's list shall be conclusive.
- D. A laid off employee shall neither accrue nor lose seniority during any period of layoff.
- E. Seniority shall be lost by an Employee upon termination, resignation, retirement or transfer to a non-bargaining unit position.

#### ARTICLE VI -- GRIEVANCE

- A. Dispute Definition and Process: A grievance shall be defined as any dispute regarding the meaning, interpretation or application of the terms and provisions of this agreement. Written grievances as required herein shall contain the following:
  1. It shall be signed.
  2. It shall contain an explanation of the facts giving rise to the alleged violation.
  3. It shall cite the section or subsections of this contract alleged to have been violated.
  4. It shall contain the date of the alleged violation.
  5. It shall specify the relief requested.

The Employer shall not be obligated to process formal grievances which are not in compliance with the above standards. Should the Employer reject a grievance on this

basis, it shall give written notification to the involved employee and Union steward stating what standard is not in compliance and allowing the grievance to be resubmitted within the timelines.

- B. Informal Step: If an employee or the Union believes there is a grievance, the matter shall first be discussed with the supervisor within ten (10) business days after the occurrence of the event upon which the grievance is based. It shall be the objective of both parties to resolve the matter in this manner.
- C. First Step: If the matter is not resolved at the informal step above, the grievant shall submit the grievance, in writing, to the supervisor within five (5) business days after the informal process has been completed. The supervisor will respond in writing within ten (10) days.
- D. Second Step: Those grievances which have not been settled in the First Step and are to be appealed to the Second Step shall be submitted in writing to the Superintendent within ten (10) business days after the completion of the First Step, and shall state the facts upon which the grievance is based, when they occurred, and shall be signed by the employee who is filing the grievance or an officer of the Union when the Union is filing the grievance. The Superintendent or designee shall meet with the grievant and/or Union representative or representatives within five (5) business days after receipt of the grievance to consider the grievance. The Superintendent shall give a written answer to the aggrieved employee and/or the Union representative or representatives within twenty (20) business days after the date of this meeting. If the answer is mutually satisfactory, the grievant shall so indicate on the grievance form and sign it with two (2) copies of the grievance thus settled retained by the Union and one (1) by the Superintendent.
- E. Process to Arbitration: If the grievance has not been settled in the Second Step, the Union representative or representatives and not the individual grievant may process grievance to arbitration provided such submission is made within twenty (20) business days after receipt of the Second Step answer.
  - 1. All matters submitted to arbitration shall be submitted to the American Arbitration Association in accordance with its Voluntary Rules and Regulations then obtaining within the time specified above and such rules shall govern the arbitration hearing.
- F. Arbitration: It shall be the function of the arbitrator, and he/she shall be empowered, except as his/her powers are limited below, after due investigations to make a decision in cases of alleged violation of the specific articles and sections of this Agreement.
  - 1. The arbitrator shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.
  - 2. The arbitrator shall have no power to establish salary scales.
  - 3. The arbitrator shall have no power to rule on any of the following:
    - a. The termination of services of any probationary employee.
    - b. Any claim or complaint for which there is an available remedial procedure in any forum established by law.

- c. Any matter involving the content of an evaluation, unless it is a claim of failure to follow contract procedures

The arbitrator shall have no power to change any practice, policy, or rule of the Employer nor to substitute his/her judgment for that of the Employer as to the reasonableness of any such practice, policy, rule, or any action taken by the Employer. The arbitrator's power shall be limited to deciding whether the Employer has violated the expressed articles or sections of this Agreement; and he/she shall not imply obligations and conditions binding upon the employer from this Agreement, it being understood that any matter not specifically set forth herein remains within the reserved rights of the Employer.

The arbitrator shall have no power to decide any question which, under this Agreement, is within the responsibility of the Employer to decide, except as it may be specifically conditioned by this Agreement.

There shall be no appeal from an arbitrator's decision if made within the scope of his/her authority as set forth above. It shall be final and binding on the Union, its members, the employee or employees involved, and the Employer, and either party may seek to enforce the decision in a court of competent jurisdiction.

Grievances which are not appealed within the time limits specified in the above grievance procedure shall be considered to be withdrawn by the grievant and/or Union. Failure of any Employer representative to respond at any level within the timelines specified shall enable the Union to move to the next level at the grievance procedure within the designated time lines.

"Days" shall be defined as days the Administrative Office is open. Processing of all grievances shall take place after school hours.

The Board/Union will split the cost and fees of any arbitration.

- G. Meeting Guidelines: The presentation and discussion of grievances provided for in this Article shall take place outside of the regular work hours, except during the first step of this procedure which will be held during work hours so long as all persons involved could so meet without interference with their assigned duties. This provision does not apply to an arbitration hearing. Such procedures shall remain confidential unless subject to the Freedom of Information Act or applicable law.
- H. Disclosure: Either the Employer nor the Union shall be permitted to assert in arbitration any grounds or to rely on any evidence not previously disclosed to the other party prior to the arbitration process.

## ARTICLE VII -- UNION RIGHTS

- A. Rights: The Union and its representatives shall have the right to use Employer buildings at reasonable hours for meetings in accordance with the Employer's building use policy.
- B. Representatives: Duly authorized representatives of the Union shall be permitted to transact official Union business on Employer property at reasonable times provided that this shall not interfere with or interrupt normal operations. Such representatives who are not District employees shall sign in - sign out at the Superintendent's office.
- C. Notices: The Union shall have the right to post notices of activities and matters of Union concern on a designated bulletin board which are not disruptive and do not interfere with the work of the employees. Union representatives may place Union materials in the employee mailboxes or email after hours.
- D. Use of Employer Equipment: Abiding by all District policies, the Union may use the Employer's equipment at reasonable times when such equipment is not otherwise in use. The Union shall pay for the reasonable cost of all materials and supplies incident to such use.
- E. Leave for Union Business: The Union shall be allowed to use up to six (6) days per year for Union business. Up to three (3) employees per day may use Union business leave. Union business shall not include picketing or organizing any school district or other employer. The Union shall reimburse the district for the employee's wages, including employer's MPERS contributions on those wages, for such leave days.

## ARTICLE VIII -- DISCIPLINE OF EMPLOYEES

- A. Discipline Defined, Probation and Seniority: After completion of the probationary period, no seniority employee shall be disciplined or discharged without just cause. The term "discipline" as used in this Agreement includes warnings, reprimands, suspensions without pay, or discharges. Written notification of dismissal, suspension, or other disciplinary action shall be provided to the employee within three (3) days of the discipline.
- B. Union Representative: An employee is entitled to have a Union representative during any meeting which will lead or may lead to disciplinary action by the Employer. When a request for such representation is made, no action shall be taken with respect to the employee until such Union representative is present, provided a delay of not more than one (1) working day shall result.



## ARTICLE IX -- VACANCIES, PROMOTIONS, AND TRANSFERS

- A. Vacancy: A vacancy shall be defined as a newly-created position or position open by resignation, retirement, or termination that the Board intends to fill.
- B. Posting Vacancies: All vacancies shall be emailed to all employees. The postings shall be for a minimum period of five (5) work days. Said posting shall contain the following information:
1. Type of work
  2. Location of work
  3. Starting date
  4. Rate of pay
  5. Hours to be worked
  6. Classification
  7. Position Qualifications
- C. Permanent Vacancies: The Employer declares its intent to give consideration to present employees, including the employee's seniority within a classification, attendance and job performance.
- D. Temporary Assignments: Any bargaining unit employee who temporarily assumes the duties of another bargaining unit employee for sixty (60) days or less will be paid the regular rate for those duties. An employee's pay rate shall not be reduced as the result of any temporary change in duties.
- E. Involuntary Transfer: Prior to an involuntary transfer, the Superintendent shall have a conference at least 21 calendar days prior to the start date with the employee as to the rationale for such transfer.
- F. Involuntary Transfer/Salary Adjustments: An employee shall not be placed on a lower step/wage due to an involuntary transfer for the first sixty (60) calendar days after the transfer. Thereafter, salary adjustments shall be instituted based on the new classification.
- G. Promotion or Transfer: In the event of promotion in or transfer from one classification to another, the employee shall be given a thirty (30) workday trial in which to show his/her ability to perform on the new job. If the employee is unable to demonstrate ability, as determined by the Employer, to perform the work required during the trial period, or at the option of the affected employee, the employee shall be returned to his/her previous assignment. The Employer will be able to use a substitute in the former position.

## ARTICLE X -- WORKING CONDITIONS

A. Job Descriptions: Job descriptions will include, at a minimum:

1. Job title and description.
2. Position qualifications
3. A statement of essential job functions.

B. Compensation: The basic compensation of each employee shall be as set forth in Appendix "B." There shall be no deviation from said compensation rates during the life of this Agreement.

Off Schedule Payment: For the lifetime of this agreement, an annual off schedule payment will be paid on the last pay in December. Payments will be made in the amount of \$750.

C. All hourly employees must use the District electronic clocking system.

D. Overtime: The following conditions shall apply to all overtime worked:

4. Time and one-half will be paid for all hours worked over forty (40) hours in one (1) week. Custodial overtime shall be offered on a rotating basis according to seniority. Sunday and holidays will be overtime unless it is part of a regular weekly assignment.

E. Work Schedules: The supervisor of each classified area shall set the daily and weekly work schedule. Bus routes are assigned by the transportation supervisor, as are field trips, subject to the provisions of Article XVI. No overtime is permitted without the prior approval of the Superintendent.

F. Work Breaks and Lunch: One fifteen (15) minute relief period may be taken for each consecutive four (4) full-hours worked subject to supervisor's approval as to the time of such breaks. Employees working over four (4) hours per shift are entitled to an unpaid, duty-free 30 minute lunch break.

G. Emergency Call-In: The recommended minimum call-in (not text) for emergency situations shall be two (2) hours whenever possible.

H. Discipline of Students: The Employer shall assist employees with respect to the maintenance of control and discipline of students in the employee's assigned work area based on Board policy and administrative guidelines.

I. Emergency Closing: Hourly employees who work on days which school is closed for emergencies, shall be paid for such days. All hourly employees will be paid their regular hourly rate and schedule for days the district is closed due to emergencies up to the number of days specified by the State of Michigan.

No employee shall lose compensation as the result of a delayed start of a school day.

Custodial, maintenance, administrative assistants who work shall be paid for those days as follows:

1. Full day closing: paid for the number of hours worked only.
2. Partial day closing: paid for full day if sent home by supervisor; otherwise, paid for the number of hours worked only.

## ARTICLE XI -- VACATIONS AND HOLIDAYS

A. Vacation Credit: A full-time employee must be employed full-time for a full-year (consecutive period of twelve (12) months) to accumulate vacation credit. After one year, an employee is entitled to one week's vacation with pay; after two years, two weeks' vacation with pay; after five years, three weeks' vacation with pay; and after 15 years, four weeks of vacation. Vacation credits will be established on July 1 each year. For the purposes of implementing this section, the NBEP and NBAS agree to continue to use the spring vacation selection period, i.e., allowing the most senior employees to select first. In addition, an employee who will achieve an anniversary year which grants more vacation credit, vacation can be requested beginning with the anniversary date for the first two years. Beginning year three (3), vacation credits will be granted effective July 1. July 1 – June 30: Vacation time is not cumulative, and persons terminating their employment for any reason shall not be compensated for unused vacation time. This is not paid released time. The employee will be compensated per the above during regularly scheduled non-work time.

Vacation time must be requested in advance to the supervisor. Final approval for vacation time rests with the supervisor. The supervisor is not required to grant vacation leave to more than one employee per classification at any given time. In the event an employee is or has been on an unpaid leave of absence vacations shall be prorated.

Vacation is to be used on non-instructional days unless approved by the supervisor with the exception of operations.

B. Holiday Pay, Probationary Period: No employee shall receive paid holiday benefits until they complete the requirements in Article II, Section C.

C. Paid Holidays: Employees, other than those in a probationary period, shall be granted paid holidays as indicated below, provided that school is not scheduled for students on that day. Employees regularly scheduled on Sundays will receive holiday pay for Easter Sunday. Employees shall be paid holiday pay based on their regularly scheduled hours. An employee qualified to receive holiday pay must be present for work the full-shift on the workday preceding the holiday and for their full shift on the workday after the holiday, except when an absence is approved by the superintendent or the superintendent's designee. Holidays that occur during a vacation period for 52-week employees will be paid holidays.

1. Full-year employees: Great Americans' Day, Good Friday afternoon, - Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day following Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve Day, and New Year's Day.
2. School-year employees: Great Americans' Day\*, Good Friday afternoon, Memorial Day, Labor Day, Thanksgiving Day, the day following Thanksgiving, Christmas Eve Day, Christmas Day, New Year's Eve Day and New Year's Day.

\*In the event school is in session on Great Americans' Day, either an alternative paid holiday will be determined or bargaining unit members shall receive holiday pay in addition to regular pay for that day.

D. Good Friday: Employees covered under this contract shall receive, as holiday pay, one-half of their regularly scheduled Friday hours. Bus drivers and food personnel will work as needed and receive, as holiday pay, one-half of their regularly scheduled Friday hours.

## ARTICLE XII -- LEAVES

### A. Paid leaves:

For purposes of this contract, a day is considered to be an employee's regular schedule of daily hours.

#### 1. Sick and Funeral Leave:

- a. Sick leave: Sick Leave may be used only for personal illness or illness in the immediate family (mother, father, spouse, life partner, children, relatives living in the same household, grandparents, or

- grandchildren). The employee must notify his/her supervisor when he/she is going to be absent as early as possible before the absence.
- b. Funeral Leave: Employees will be granted up to five (5) days' absence due to death in the immediate family. Immediate family shall be defined as: spouse, life partner, mother, father, children, siblings, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents, grandchildren, aunt, uncle, niece, nephew, and relatives living in the same household. Other funeral leave shall be granted with permission of the supervisor and Human Resources. These days will come from accumulated sick leave, personal leave, or will be unpaid.
- c. Sick Leave and Funeral Leave Form: The employee shall submit an electronic request indicating the reason for taking his/her sick days. Sick days and hours will be rounded to the nearest tenth to coincide with computer record keeping.
- d. Number of Days Available:
1. New Employee Credit: New employees will earn one (1) day per month, beginning with the first day of the month. New employees could then use an earned day on or after the first of the next month. An employee hired after the beginning of the year who works six or more months in the preceding year, would be given their days on July 1.
  2. Full-Year Employees: After 12 consecutive months granted on July 1, fourteen (14) days/year accumulative to one hundred fifty (150) days maximum.
  3. All School-Year Employees: After 12 consecutive months granted on July 1 of each year, twelve (12) days/year, accumulative to one hundred fifty (150) days maximum.
  4. Compensation, Accumulated Sick Leave, Retirement: Employees retiring after ten (10) or more years of service at New Buffalo Area Schools, shall receive \$40 per day of accumulated sick leave to a maximum of \$2,000.
- e. Personal Illness (Incapacity to Work): Doctor verification of illness shall be required by the Board for any illnesses lasting five (5) consecutive working days or more, or whenever misuse/abuse is suspected.
- f. Workers' Compensation: If an employee is released from work by a physician due to a work related injury or health condition, he or she shall immediately, in writing, choose one of the following:

1. The employee may agree to terminate sick pay pending a determination of their eligibility for worker's compensation benefits. If the employee is determined to not be eligible, he or she may use accrued sick leave benefits and will be compensated accordingly in the next scheduled pay period.
  2. The employee may choose to use accrued sick days pending a determination of the employee's eligibility for workers compensation benefits. If the employee is eligible for workers' compensation, he or she will have to repay the District all compensation received and the sick days would be restored.
2. Personal Days: Employees may use two (2) sick days for personal business days per year in addition to sick leave benefits.
- a. Use of Personal Business Day: A personal business day may be used at the discretion of the employee except that personal business days shall not be used the day prior to or the day following a vacation period or holiday, except with permission of the superintendent or the superintendent's designee.
  - b. Written Notification: Notification of a business leave request shall be submitted to the supervisor using the form prepared by the school in advance of the intended absence, except in an emergency.
  - c. Approval: All leaves granted for personal business shall be subject to the approval of the supervisor and superintendent prior to being granted.
3. Jury Duty: The Board will release employees who are called to jury duty during regularly assigned work time without loss of compensation. An employee is expected to report for regular school duty when temporarily or permanently excused from attendance at court.

#### B. Unpaid Leaves:

1. Written Authorization: A leave of absence is a written authorized absence from work for not more than one (1) year at a time and without pay. A leave shall be granted, denied, or extended at the sole discretion of the Superintendent upon written request for such leave by the employee who shall state the reason for the leave upon the application.

2. Extensions: Any request for extensions shall be submitted in writing to the Superintendent prior to the expiration of the time requested.
  3. Due to Illness: Leaves requested due to illness must be accompanied by a physician's certificate that the employee is unable to perform the essential functions of his/her position and the reason(s) therefore. Physicians' statements shall be by a medical doctor (M.D.), nurse practitioner (N.P.) or a doctor of osteopathy (D.O.). The Employer shall have the right to independent medical verification (at the Employer's expense) before the employee is permitted to return to work or may allow verification from the employee's physician. Renewal of leave shall be at the discretion of the Employer.
  4. Seniority: An employee on an unpaid leave shall neither gain nor lose seniority.
  5. Returning to Work: An employee returning from a leave of absence shall be placed at the experience (pay) level appropriate to their seniority.
  6. Military Leave: Military and National Guard leave shall be granted in accordance with state and federal law.
  7. Filling the Position on a Temporary Basis: Positions held by an employee on an unpaid leave shall be filled on a temporary basis at the Employer's discretion.
  8. Reinstatement: Employees returning from an unpaid leave shall be reinstated to the same position and classification held when the leave began subject to the layoff and recall provisions.
- C. Family and Medical Leave Act: Pursuant to the Family and Medical Leave Act of 1993, as amended, the Employer shall abide by the provisions of the Act and shall provide leave for situations stated in NBAS Board policies 3430.01 and 4430.01
- D. Postings: The job of an employee will be posted for bidding when the employee has been on a paid or unpaid leave for twelve (12) consecutive weeks. An employee returning from leave after twelve (12) weeks will be returned to his/her prior job, if it remains in existence, and the employee who is displaced shall be allowed to bump a less senior employee within the classification.

### **ARTICLE XIII -- EMPLOYEE EVALUATION**

- A. Process Times: Each classified position has a job description, and each employee is given a copy upon beginning employment. Annually, or as job descriptions are amended, employees shall be provided a copy of their job description and the evaluation instrument. Employees shall be evaluated not less than annually during the first two (2) years of employment. During the third year of employment and each year thereafter, employees shall be evaluated at least once every two (2) years.

- B. Reviewing Contents of Evaluation File: Each employee may request to review the contents of his evaluation file. Each employee will be evaluated in writing by their direct supervisor or a qualified individual.
- C. Written Final Evaluation: All evaluations shall be reduced to writing and a copy given to the employee within ten (10) days of the completion of the final evaluation. If the employee disagrees with the evaluation, he/she may submit a written response which shall be attached to the file copy of the evaluation in question within ten (10) days of being provided a copy of the evaluation. If the supervisor believes an employee is doing unacceptable work, the reasons therefore shall be set forth in specific terms. A Plan of Improvement shall be provided per Board of Education policy.
- D. Signatures: Following each formal evaluation, which shall include a conference conducted in a private space with the evaluator, the employee shall sign and be given a copy of the evaluation report prepared by the evaluator. In no case shall the employee's signature be construed to mean that he/she necessarily agrees with the contents of the evaluation. All written evaluations are to be placed in the employee's personnel file. At the completion of the probationary period, an evaluation of the employee's work shall be completed following the procedures of this provision.
- E. Non-Renewal: In the event a non-probationary employee is not continued in employment, the Employer shall advise the employee of the specific reasons therefore in writing.

#### **ARTICLE XIV -- LAYOFF AND RECALL**

- A. Layoff: "Layoff" shall be defined as a reduction in the hours, and/or positions of bargaining unit members.
- B. Compensation and Benefits: If the Employer determines to lay off employees, it shall have the right to eliminate positions and/or reduce working hours. Compensation and fringe benefits shall be suspended during any period of layoff. Employees shall be provided a twenty-one (21) calendar day notification of the intent to layoff absent extenuating circumstances.
- C. Order of Layoff: Employees shall be laid off within a classification in the following order provided there are more senior qualified employees in the classification.
  - 1. Probationary employees.



2. Employees shall be laid off and recalled according to their seniority in classification. An employee on scheduled layoff shall have the right to displace a lesser seniority person in the same classification or use their accrued seniority in another classification to displace a less senior employee in that classification. An employee, whose job which is eliminated, shall have the same rights as if being laid off.
- D. Recall from Layoff, Seniority: The most senior employee in the classification shall be recalled first, provided that the employee is qualified to perform the duties of the posted position to be filled. If the employee shall fail to report for work within five (5) days from the date of receipt of the notice of recall sent via registered mail or personal service, unless an extension is granted in writing by the Employer, the employee shall be considered a voluntary quit and shall automatically terminate his employment relationship with the Employer. The obligation of the Employer to recall a laid off employee shall terminate three (3) years following layoff. New employees in the classification group shall not be hired while there are laid off employees for vacancy or a newly-created position.
  - E. Seniority, COBRA: Employer paid insurance benefits shall continue until the end of the month during which layoff occurred. Employees on layoff may continue insurance benefits consistent with COBRA.
  - F. Change of Address: It shall be the responsibility of each employee to notify the Employer of any change of address, email, or phone number. The address, as it appears on the Employer's record, shall be conclusive.
  - G. Substitute Priority Status: A laid off employee shall, upon application and at his/her option, be granted priority status to substitute according to his/her seniority.
  - H. Declining Recall: An employee who declines recall to an equivalent position as to pay, hours and benefits previously worked shall forfeit seniority rights. If an employee is recalled to a position with a lower rate of pay or fewer hours, the employee may accept the position without loss of recall rights to their former classification provided it still exists.

#### ARTICLE XV -- MISCELLANEOUS

- A. Invalid Provisions: If during the life of this Agreement any of the provisions contained herein are held to be invalid by operation of law or by any tribunal of competent jurisdiction or if compliance with or enforcement of any provisions should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement shall not be affected thereby. If any provision herein contained is so rendered invalid, upon written request by either party hereto, the Board and the Union shall enter into collective bargaining for the purpose of negotiating a mutually satisfactory replacement for such provisions to the extent that such negotiations are permitted by law or state regulations.

- B. Agreement Supersedes Prior Agreements and Past Practices: There are no understandings, agreements, or past practices which are binding on either the Employer or the Union other than the written agreements enumerated or referred to in this Agreement. It is understood that any amendments to this Agreement must be in writing and mutually acceptable to each party.
- C. Sole Source of Rights and Claims: It is the intent of the parties that the provisions of this Agreement will supersede all prior agreements and understanding, oral or written, expressed or implied, between such parties and shall govern their entire relationship and shall be the sole source of all rights or claims which may be asserted. This Agreement shall supersede rules or regulations of the Board, Union or employees which are inconsistent with or contrary to its specific terms.
- D. Negotiating Teams: Neither party in any negotiations shall have any control over the selection of the negotiating or bargaining representatives of the other party. The parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, and consider proposals. Digital copies of this Agreement shall be available at the expense of the employer within thirty (30) days after execution of this Agreement and presented to employees.
- E. Alcohol and Drug Policy: In an effort to improve safety and health, including elimination of the presence and influence of illegal substances and alcohol from the workplace, the parties hereto agree to the drug and alcohol testing program as set forth in Appendix "C" of this Agreement.
- F. Maintain Current Address: All employees are expected to maintain a current address, email, and phone number (if available) with the Business Office.
- G. Reimbursements: The district shall reimburse the cost of fingerprinting, required training, and certification annually for an employee. This includes any employee who is not classified as an EMT but is qualified as an EMT and performs EMT duties for the district.

## **ARTICLE XVI -- STRIKES AND LOCKOUTS**

- A. Principle of Appropriate and Peaceful Means: The Employer and the Union subscribe to the principle that differences should be resolved by appropriate and peaceful means, in keeping with the high standards of the profession, without interruption of the school program.

- B. Union Commitment: Accordingly, the Union and/or its members agree that, during the term of this Agreement, it or they shall not direct, instigate, participate in, encourage or support any strike against the employer by any member or group of members.
- C. Employer Commitment: Also, the Employer agrees that, during the terms of this Agreement, it shall not direct, instigate, participate in or support any lockout against the Union by the Employer.

### **ARTICLE XVII -- BUS DRIVERS**

- A. Annual Bid Meeting: A bid meeting shall be scheduled approximately one (1) week before the first day of school for students. During the week before the bid meeting, drivers will be notified of the bus/van routes, included in each assignment and the established time for each. At the meeting, all known bus/van routes shall be posted, including the length and estimated time. Drivers shall choose one route (Route is defined as pick up & drop off round trips), each bid round, on the basis of seniority. Routes will only be split for bid, as a last resort.
  - 1. Attendance at the bid meeting shall be mandatory unless an emergency absence is approved by the Transportation Director. Drivers who are unable to attend may submit their bid by written proxy.
- B. Physical Examinations: All drivers must pass required physical examinations. Physical examinations shall be given by a school-designated physician and the employee shall be reimbursed for the cost of the physical after 90 days of employment. As per Board Policy, all drivers under this section are subject to random drug testing.
- C. Certification and Training: Drivers must satisfy all certification and training requirements adopted by the State of Michigan and the Employer. The Employer shall reimburse a bus driver for his/her initial CDL license after the satisfactory completion of the probationary period and for subsequent renewals. However, if a driver is separated from employment within the lifetime of the license, vehicle group designation, or vehicle endorsement, for any reason except retirement or layoff, the driver shall have deducted from his/her final paycheck a pro rata share of the cost of the license, group designation, and/or endorsement based upon the number of years remaining on said license, group designation, or endorsement.
- D. Exclusion from Fleet Insurance, Dismissal: Exclusion from coverage on the Employer's fleet insurance policy shall be grounds for immediate dismissal.
- E. Meal Reimbursement: Bus drivers shall be reimbursed for meals while on trips of more than four (4) hours as stated in the Business Office Procedures. Receipts for reimbursement must be provided.

- F. Canceled Route, Shuttle or Trip: If a driver reports to drive a trip and it is canceled without giving the driver prior notice (prior to arrival on campus), the driver shall receive two (2) hours pay at his/her driving time rate, provided the driver was not previously notified of the cancellation.

On school days, if a driver loses their regular run because of reporting to drive a trip that is canceled without prior notice, the driver will be compensated their regular pay lost on the regular run that he/she would have driven and will not receive pay for the canceled trip.

**If a driver reports to drive a regularly scheduled route and it is canceled without giving at least a one-half hour notification (before pre-trip begins), the driver shall receive the regular pay of the route he/she would have driven.**

- G. Compensation, Bus Breakdown: The Employer shall pay the driver his/her driving time rate if the driver has to stay with the bus when it breaks down.
- H. Extra Trips: Extra trips shall be offered to the most senior driver on a rotating basis. However, drivers may "trade" trips if both drivers and their supervisor agree. Drivers may be temporarily disqualified from extra trip eligibility for disciplinary reasons.
1. Once drivers accept trips, they cannot put it back without three (3) school days' notice of the trip unless an emergency exists, provided they had at least four (4) days' notice of the trip.
- I. Pre and Post Inspections: Drivers are required to perform routine vehicle safety inspections as directed by the Supervisor. Failure to perform these inspections will be considered a serious safety violation and can result in disciplinary action. Compensation for these inspections is included in the driver's route rate.
- J. Bus/Van Cleaning: Drivers are required to clean their vehicle. Drivers can be paid up to one (1) hour each week at their regular hourly rate for cleaning the interior and exterior of their bus/van.
- K. December 15 – March 1:  
Route time may also be adjusted due to road construction, weather, or other factors affecting route time.
- L. Reimbursement, Out-of-Pocket Expenses: Drivers will be reimbursed for out-of-pocket expenses in the payroll after submission of receipts.
- M. Posting of Routes: Regular routes will be posted (when vacated after the bid meeting) and offered to the most senior driver making application.

Substitutes: The substitution of routes shall be offered to the most senior available driver.

- N. Compensation, Meetings: Bus drivers shall be paid at the regular driving rate per Appendix B for all in-services and meetings. Bus drivers shall be paid at least one hour for required meetings including the annual bid meeting and fall, winter, and spring sports assignment meetings. Bus drivers will be paid actual time at the driving time rate for required drug or alcohol testing activities, if they extend beyond normal work time.

### **ARTICLE XVIII -- EMPLOYEE RIGHTS**

- A. Assaulted or Threatened on Duty: Any employee who is assaulted or threatened with bodily harm by an individual or a group while carrying out his/her assigned duties shall as soon as possible notify his/her building principal or supervisor who shall notify the Superintendent's office as soon as possible.
- B. Cooperation with Law Enforcement: The Board's administrative and supervisory personnel shall cooperate fully with law enforcement authorities in connection with the latter's investigation and prosecution of any such offense. If court attendance is required of the employee in connection with the prosecution by the district of any such offense, the employee shall suffer no loss of pay for absence for such court attendance.
- C. Personal Property: Employees who provide evidence of loss of personal property that is essential to the employee's performance such as clothes or a personal vehicle, but excluding non-essentials such as radios, works of art, etc., shall not be unreasonably denied reimbursement when the loss arose out of the course of employment. A maximum of \$250 reimbursement will only be made if the loss is not covered by or collected from an insurance policy.
- D. Rights of Parties: Nothing contained in this Agreement shall be construed to deny or restrict to any party those rights they may have under the Michigan Revised School Code and other statutes.
- E. Review Contents of Personnel File: Each employee shall have the right, upon written request, to review the contents of his/her own personnel file, with the exception of those materials excluded from the definition of a "personnel record" in Section 1 of the Bullard-Plawecki Employee Right to Know Act. A representative of the Union may, if the employee so desires, be requested to accompany the employee in such a review.

No material including, but limited to, student, parental, or school personnel complaints originating after initial employment will be placed in a bargaining unit member's personnel file unless the bargaining unit member has had an opportunity to review the material and the complaint has been validated by the Employer. Complaints against the

bargaining unit member shall be put in writing with the names of the complainants, (except where the identity of the complainant is due to conflict with child protection law) administrative action taken, and remedy clearly stated. The bargaining unit member may submit a written notation or reply regarding any material, including complaints, and the same shall be attached to the file copy of the material in question. When material is to be placed in a bargaining unit member's file, the affected bargaining unit member shall review and sign said material, such signature shall be understood to indicate awareness of the material but in no instance shall said signature be interpreted to mean agreement with the content of the material.

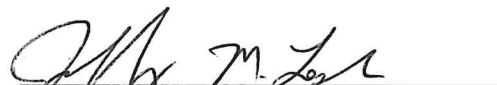
#### ARTICLE XIX-- DURATION

This agreement shall become effective as of this 30<sup>th</sup> day of June, 2020 and the terms and provisions thereof shall remain in full force and effective through the 30<sup>th</sup> of June, 2023. It is understood and agreed that the parties shall begin negotiations not less than sixty (60) days prior to the end of this Agreement.

New Buffalo Educational  
Personnel Association

  
President

New Buffalo Area Schools

  
Superintendent of Schools

Date: 4-20-2020

Date: 4-20-2020

Approved by the New Buffalo Area Schools Board of Education: 4/13/2020

## APPENDIX "A" - INSURANCE

Section 1: Insurance Benefit Year: The insurance benefit year shall be January 1 – December 31.

Section 2: For the life of this agreement, the insurance coverage shall be as follows for all those eligible for insurance:

Plan A (for those taking health insurance):

Health: MESSA ABC Plan 1 \$1,400/2,800 ABC Rx

LTD: 66 2/3% of Max. Annual Salary of \$3000

90 Calendar day waiting period

Life: \$40,000 AD&D

Vision: VSP-3

Dental: Delta Dental: 80/80/80, \$1000 Class I, II, III 80,  
\$1300 Class IV, Lifetime Max., No Adult Ortho, 2 cleanings  
per year, no sealants.

Plan B (for those not taking health insurance):

LTD: 66 2/3% of Max. Annual Salary of \$3000

90 Calendar day waiting period

Life: \$50,000 AD&D

Vision: VSP-3

Dental: Delta Dental: 100/90/90 \$1000 Class I, II, III A90,  
\$1500 Class IV Lifetime Max, No Adult Ortho, 2 cleanings  
per year, no sealants.

Section 3: Eligibility for Insurance: The employer shall offer medical insurance to employees of the district working thirty (30) or more hours per week. The employer will contribute 80% of the insurance cost, effective July 1, 2020, for eligible employees toward the purchase of Plan A. The balance of the insurance costs shall be paid by payroll deduction.

Section 4: Hours Worked, Board Paid Contribution

New Buffalo Area Schools will meet all requirements as stated in the Affordable Care Act (ACA) and mandated by the State of Michigan. As an employer with +50 employees, New Buffalo Area Schools is obligated to offer healthcare to an employee who works 30+ hours per week. The ACA states health care must be affordable based on their compensation.

Employees not receiving Board paid medical insurance may purchase insurance in accordance with the rules of the carrier and provided that such purchase does not adversely affect rates for covered employees.

Section 5: Coverage, Subject to Rules of Carrier: Coverage will be subject to the rules of the carrier. If allowed by the insurer, insurance coverage will become effective on the first day of work during the school year.

Section 6: Plan B Eligibility: Employees working 30 or more hours per week, are eligible for Plan B, dental, vision coverage, LTD and Life Insurance.

Plan B Annuity: Employees taking Plan B shall receive an annual annuity paid for by the Board in the amount of \$1,800.00 on the first pay in January.



## APPENDIX "B" - WAGES

### New Buffalo Schools Support Staff Wage Scale

	Year 1	Year 2	Year 3	20-21	21-22**	22-23**
<b>Support Services*</b>	18.70	19.15	19.55	20.30		
Instructional Aide/BASE Leader/Noon Hour Aide/Rec Aide	14.05	14.40	14.70	15.35		
BASE Helper	12.75	13.05	13.30	14.00		
<b>Mechanic</b>	24.10	24.70	25.20	26.15		
Maintenance	21.20	21.85	22.40	23.00		
<b>Head Cook</b>	15.85	16.15	16.45	16.75		
Kitchen Worker	12.90	13.20	13.45	14.35		
<b>Summer Food Service</b>						
Summer Food Worker	14.80	15.15	15.45	16.10		
<b>Substitute Cook</b>						
An additional \$1.00 per hour over and above their regular pay when doing Cook duties.						
<b>Certified Bus/Van Driver per Run</b>	38.00					
<b>Non-Certified Van Driver per Run</b>	27.70					
Extra Trips, Meetings & Vehicle Cleaning	18.70	19.15	19.55	20.30		
<b>Support Services Include*</b>						
Administrative Assistant						
Custodian						
Tech Aide						

\*\* Wage Re-opener

Longevity Payment: Each bargaining unit employee will receive a longevity payment the first payroll in September as provided below if the employee has worked at least five (5) years as of 7/01/20 and provided that the employee reports for work on his/her first scheduled work day of each school year.

5 through 9 years: \$250  
 10 through 14 years: \$500  
 15 through 19 years: \$1,000  
 20+ years: \$1,250