

MASTER CONTRACT

between

THE BOYNE CITY BOARD OF EDUCATION

and

THE BOYNE CITY
EDUCATIONAL SUPPORT
PERSONNEL ASSOCIATION

2009 - 2010

2010 - 2011

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PREAMBLE

This Agreement is entered into by and between the Board of Education of Boyne City Public Schools (hereinafter called the Board) and the Boyne City Michigan Educational Support Personnel Association (MESPA) (hereinafter called the Association).

WHEREAS, the Board has a statutory obligation, pursuant to Act 379 of the Michigan Public Acts of 1965, to bargain with the Association as the representative of its supportive staff personnel with respect to hours, wages, terms and conditions of employment, and

WHEREAS the parties, following extended and deliberate negotiations have reached certain understandings which they desire to record.

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

ARTICLE I RECOGNITION

- A. The Board hereby recognizes BCESPA as the sole and exclusive bargaining representative for all full time and regular part-time bus drivers, custodians, secretaries, paraprofessionals and cafeteria employees of the Boyne City Public Schools; excluding confidential employees, supervisors and all other employees.
- B. The term "bargaining unit member", singular or plural, when used hereinafter in this Agreement, shall refer to all personnel represented by the Association in the bargaining unit as defined above, and references to one gender shall include the other gender.
- C. The Board agrees not to negotiate with any organization or union other than the Association for the duration of this Agreement for this bargaining unit.

ARTICLE II RIGHTS OF THE BOARD

- A. It is agreed that the Board hereby retains and reserves unto itself, without limitation and without prior negotiations with the Association, all the powers, rights, authority, duties and responsibilities enumerated in the School Code of 1976 and conferred upon and vested in it by the laws and the Constitutions of the State of Michigan and of the United States, including, and without limiting the generality of the foregoing, the rights to:

1. The executive management and administrative control of the school district, its properties, equipment, facilities, and operations; and to direct the activities and affairs of its employees;
2. Hire all employees and determine their qualifications and the conditions of their continued employment subject to provisions of law;
3. Promote, transfer and assign all employees;
4. Determine the size of the work force, and to expand or reduce the work force;
5. Adopt rules and regulations;
6. Determine the number and location or relocation of its facilities, including the establishment or relocations of new schools, buildings, departments, divisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement.

ARTICLE III

MAINTENANCE OF MEMBERSHIP

- A. Each bargaining unit member shall, as a condition of employment, on or before thirty (30) days from the date of commencement of duties or the effective date of this Agreement, whichever is later, join the Association or pay a service fee to the Association equivalent to the amount of dues uniformly required to members of the Association, including local, state and national dues. The bargaining unit member may authorize payroll deduction for such fee. In the event that the bargaining unit member shall not pay such service fee directly to the Association or authorize payment through payroll deduction, the employer shall, pursuant to MCLA 408.477, MSA 17.277(7) and at the request of the Association, deduct the service fee from the bargaining unit member's wages and remit same to the Association.

Pursuant to Chicago Teachers Union vs. Hudson, 106 S. Ct 1066 (1986), the Association established a procedure set forth in the "Policy Regarding Objections to Political-Ideological Expenditures". If any person paying service fees hereunder objects to the expenditure by the Association (including MEA or NEA), of any funds collected from him/her pursuant to provision A above, such person may present such objection pursuant to that policy and the procedures therein set forth; however, challenge to any such expenditure shall not relieve the person of the obligation of paying the service fee or any portion thereof pending final determination thereunder. The remedies set forth in such policy shall be exclusive, and unless and until such procedures, including any judicial review thereof, shall have been availed of and

exhausted, no dispute, claim or complaint by such objecting bargaining unit member concerning the subject to the grievance procedure set forth in this Agreement, or any other administrative or judicial procedures.

- B. The authorized deduction of dues and service fees shall be made from the first regular paycheck each month, September through June. The employer agrees to remit to the Union within five (5) work days, all monies so deducted, accompanied by an alphabetical list of employees from whom deductions have been made.
- C. The BCESPA shall notify the Board thirty (30) days prior to any change in its dues or fees.
- D. The Association shall indemnify and save the district harmless against any and all claims, demands, suits, or other forms of liability that may arise out of, or by reason of action taken, or not taken by the employer or in reliance upon signed authorization cards or lists furnished to the employer by the Association for the purpose of payroll deduction of dues.
- E. Upon appropriate written authorization from the bargaining unit members, the employer shall deduct from the salary of any such bargaining unit member and make appropriate remittance for existing program contributions on any other plans or programs jointly approved by the Association and the employer.
- F. Due to certain requirements established in recent court decisions, the parties acknowledge that the amount of the fee charged to non-members along with other required information may not be available and transmitted to non-members until mid-school year (December, January or February). Consequently, the parties agree that the procedure in this Article relating to the payment or non-payment of the representation fee by non-members shall be activated thirty (30) days following the Association's notification to non-members of the fee for that given school year.

ARTICLE IV

ASSOCIATION RIGHTS

- A. The Association and its representatives shall have the right to use school buildings at reasonable hours for meetings, provided such use does not interfere with school activities and/or duties of the employees, and provided that advance approval has been obtained from the Superintendent or his/her designee at least forty-eight (48) hours prior to the scheduled meeting. The Board may charge the Association for special custodial service when necessary. Damages to district equipment, facilities and other school properties attributed to Association use may be charged to the Association.
- B. Representatives of the Association shall be permitted to transact official Association business on school property provided that this shall not interfere with or interrupt normal school operations. Upon arrival, such representatives shall notify the building office of their presence in the building.

- C. The school district shall allow bargaining unit members to post union notices as they relate to union business on district-provided bulletin board space.
- D. Use of district equipment including typewriters, mimeograph machines, photocopying machines and the like may be granted to the Union upon request by a local BCESPA officer if the equipment is not otherwise in use. The BCESPA shall pay all costs incurred for materials.
- E. BCESPA members shall have the right to distribute BCESPA material to other bargaining unit members so long as such distribution does not interfere in the normal operation of the work area or his/her job performance.
- F. Whenever the president of the local affiliate of the BCESPA or her/his designee is mutually scheduled between the Association and Administration during working hours, to participate in conferences, meetings or negotiations, she/he shall suffer no loss of pay.
- G. The Board shall make available in each school adequate restroom facilities, free from student use, for the bargaining unit member's use (provided this is not grieved by the other bargaining unit).
- H. The rights granted herein to the BCESPA and bargaining unit members shall not be granted or extended to any other competing labor organization.

ARTICLE V

NON-DISCRIMINATION

- A. The provisions of this Agreement and the wages, hours, terms and conditions of employment shall be applied without regard to race, creed, religion, color, national origin, sex or marital status or membership in, or association with the activities of any employee organization.
- B.

ARTICLE VI

SENIORITY

- A. Seniority shall be defined as length of service within the district, as of the bargaining unit member's first working day. Seniority classification shall be: custodial, secretarial, cafeteria, paraprofessional and bus driver. When a bargaining unit member leaves a seniority classification, his/her seniority will be frozen in that seniority classification. When he/she returns to the seniority classification, that seniority will be unfrozen.
- B. A full year of seniority shall be given to each bargaining unit member for working five (5) hours per day as defined by each classification. Those who work less than five hours per day shall have their seniority pro-rated.

- C. There shall be no seniority among probationary employees until satisfactory completion of the probationary period, at which time seniority shall be retroactive to the date of hire as a bargaining unit member.
- D. A bargaining unit member shall lose seniority rights if he/she retires, resigns, or is discharged for just cause, and is no longer an employee of the district.
- E. A new bargaining unit member shall be considered to be probationary until he/she successfully completes sixty (60) work days in the district. The purpose of the probationary period is to provide an opportunity for the employer to determine whether the employee has the ability and other attributes which will qualify him/her for regular employee status. Such determination will be given to an employee upon his/her request.

The above provision shall be applied to bus drivers as follows: Thirty (30) days of the sixty (60) probationary days shall be served during the period between December 15th and March 15th. For example: a driver hired on September 1st shall serve 30 work days probation beginning September 1st and the remainder of the 30 work days beginning December 15th.

- F. In the case of more than one individual bargaining unit member beginning employment on the same date, all individuals so affected will participate in a drawing to determine position on the seniority list. The Association president and bargaining unit member(s) so affected shall be notified in writing of the date, place and time of the drawing. The drawing shall be conducted openly and at a time and place which will reasonably allow affected bargaining unit members and Association representatives to be in attendance.
- G. The employer shall prepare, maintain and post the seniority list. The initial seniority list shall be prepared and posted on the bulletin board in each school building within thirty (30) days after the effective date of this Agreement with revisions and updates prepared and posted semiannually thereafter. A copy of the seniority list and subsequent revisions shall be furnished to the Association. If no challenges are reported in writing to the superintendent's office by the Association within twenty (20) days of receipt of such list, the list shall be considered correct and acceptable to all bargaining unit members.

ARTICLE VII

HOURS OF WORK

- A. All time worked over forty (40) hours, Monday through Friday, will be paid at the rate of time and one-half (1-1/2). Saturday hours worked shall also be paid at the rate of time and one-half (1-1/2). Holidays and Sundays shall be paid at two (2) times the bargaining unit member's rate of pay for all hours worked.
- B. The normal custodial work day will be eight (8) hours per day, Monday through Friday, fifty-two (52) weeks per year.

- C. On days that students are not regularly scheduled, at the discretion of the superintendent, the afternoon shift may be allowed to work days. However, if an evening public meeting or classes are being held in the school building, one (1) custodian may be required to work.
- D. The lunch period will be thirty (30) minutes, unpaid, uninterrupted, if the bargaining unit member works four (4) hours or more per day. The bargaining unit member shall meet with the building administrator to determine the time(s) when such lunch periods shall be taken.
- E. Exception: the normal summer work day for custodians will be 6:30am to 3:00pm. Bargaining unit members shall have the option to adjust the start and end times if pre-approved by the superintendent.
- F. Overtime shall be divided on a rotation basis. Overtime for custodians shall be divided on the basis of buildings. Overtime for secretaries, cooks and paraprofessionals shall be divided on the basis of buildings and area of work responsibilities.
- G. Extra school bus trips shall be divided on a rotation basis according to seniority. Extra trips shall be offered first to bargaining unit drivers. The seniority list, or lists, shall be prepared by the transportation supervisor. Probationary drivers will be assigned to the bottom of the list only for the purpose of deciding the order of extra runs in order of date of hire. When there are short runs, a mutually agreed upon list will be used by the supervisor for assignment. In case of an emergency, the supervisor shall assign the extra trip or take the trip him/herself. The Association shall assign two (2) bus drivers to emergency duty each month. If the two (2) assigned bus drivers and transportation supervisor can't take the run, it will be assigned by inverse seniority. An emergency shall be considered to be a situation that comes up on the same day as the run is needed, or if a previously scheduled driver needs to cancel his/her run. The bargaining unit member shall provide the transportation supervisor with updated contact information.
- H. Bargaining unit members who work seven (7) hours or more per day shall receive two (2) fifteen (15) minute relief periods per day. One (1) relief period during the first half of the work day and one (1) relief period during the second half of the work day. Bargaining unit members who work less than seven (7) hours per day but four (4) or more consecutive hours per day shall receive one (1) fifteen (15) minute relief period per day. Paraprofessionals eligible for (a) relief period(s) shall arrange their relief period(s) with the teacher(s) with approval of the principal(s) that they are assigned to in order to ensure continuity of the program.
- I. Whenever a bargaining unit member is called back to work after the completion of or prior to the start of the bargaining unit member's regularly scheduled work hours, the employee shall receive the pay for actual time worked or a minimum of two (2) hours pay at the bargaining unit member's straight time hourly rate, whichever is greater. This section does not pertain to bus drivers.

- J. Whenever a bus driver elects to take an extra trip, he/she shall receive the pay for actual time worked or a minimum of one (1) hour pay at the bargaining unit member's rate, whichever is greater. When bus drivers are requested to take an extra trip which requires them to miss their regular run, they will be paid for their regular run, plus the amount of time over their regular run (at the extra trip rate), if such is applicable.
- Example 1: Driver takes extra run involving 1 hour. Misses 1-1/2 hour afternoon regular run. Result: driver is paid for regular time plus mileage for extra run.
- Example 2: Driver takes extra run involving 2 hours. Misses 1-1/2 hour afternoon regular run. Result: Driver is paid for regular time plus 1/2 hour for extra run plus mileage for extra run.
- K. Custodial Cleaners hired after the ratification of the 1996-99 contract shall be responsible for cleaning and shall not be expected to perform maintenance work unless needed to do such tasks under the direction of a custodial maintenance worker. Such tasks shall be considered to be an exception to the custodial cleaner's normal duties which shall be mopping, sweeping and washing as well as other normal janitorial duties.
- L. Bus drivers requested to substitute for other bus drivers shall receive their usual pay rate (not substitute pay) for the route in addition to their normal pay for the day(s) substituted when such substitution is in addition to their normal responsibilities. Bus drivers substituting for other drivers instead of their normal route shall be paid their normal wage for the day(s) substituted. In no case shall a bus driver lose wages as a result of substituting for another driver.
- N. Substitutes for absent bargaining unit members shall be used on an as-needed basis. Whenever a substitute is needed in a position that would allow for an upgrade of responsibilities, that position shall first be offered to bargaining unit members within that classification. Bargaining unit members assuming such position shall receive the pay level for the upgraded position or a fifty-cent (\$.50) increase, whichever is greater, for the duration of the substitution assignment.

ARTICLE VIII

HIRING, VACANCIES, PROMOTIONS AND TRANSFERS

- A. Before any position in the bargaining unit is filled by transfer or recruitment, a notice shall be posted of the position and general qualifications, if any, on each bulletin board in each school for a period of ten (10) days.

- B. System-wide transfers upon the request of a bargaining unit member shall be given preference based upon the following criteria:
1. Qualification
 2. Seniority in classification
 3. Total years in the system area - provided, however, that assignments and the filling of vacancies shall at all times be determined exclusively by the discretionary determination of the Board. The responsibility of determining qualification of the bargaining unit member shall be an administrative function. If the Association disagrees, the assignment to the vacancy may be brought up through the appeal procedure.
- C. All applications pursuant to paragraph B. hereinabove shall be filed by the bargaining unit member by personally delivering the request to the Superintendent or at the election of the bargaining unit member by mailing the request to the office of the Superintendent by first class certified mail with return receipt requested in which latter event the date of delivery shall be deemed the date application for transfer is made.
- D. Assignment to vacancies shall be based on ability to perform all of the needed duties for the position and then, seniority within classification of the vacancy.
- E. The responsibility of determining qualifications of the bargaining unit member shall be an administrative function. If the Association disagrees, the assignment to the vacancy is limited to being brought up through the appeal procedures, as set forth in Article VIII, Section F.
- F. Appeal procedure: if a bargaining unit member believes that he/she has not received proper consideration in the awarding of a vacancy, promotion or transfer, he/she may appeal the decision in writing to the Superintendent within five (5) work days of being notified he/she is not being awarded the position. Upon receipt of the written appeal, the Superintendent will arrange a meeting with the bargaining unit member to discuss his/her belief that he/she did not receive proper consideration over the awarding of the position. The Superintendent will give a written decision to the bargaining unit member within five (5) work days of the meeting. If the bargaining unit member is not satisfied with the written explanation given by the Superintendent he/she shall have an opportunity to meet and appeal the decision with the Board of Education at the Board's next regularly scheduled meeting.

The Board will review and hear the bargaining unit member's appeal and will render a written decision to the bargaining unit member within ten (10) work days of the meeting. However, the Board's decision is final.

This particular article is not subject to the grievance procedure as incorporated in this Agreement. The bargaining unit member has the right to be represented by her/his Association representative throughout the above appeal process.

- G. In the event of promotion or transfer, the bargaining unit member shall be given a 20 work day trial in which to show his/her ability to perform on the new job. The employer shall give the promoted or transferred bargaining unit member reasonable assistance to enable him/her to perform up to the employer's standards on the new job. If the bargaining unit member is unable to demonstrate ability to perform the work required during the trial period or at the option of the affected bargaining unit member, the bargaining unit member shall be returned to his/her previous assignment. During the trial period the position may be filled by substitutes at the employer's discretion.

ARTICLE IX

STAFF REDUCTION

- A. When there is a reduction in a specific classification, as defined in sub-paragraph B, employees currently serving in that classification shall be laid off commencing with the least senior employee. In the selection of employees for layoff, the school district shall retain those bargaining unit members with the greatest seniority provided they are properly qualified and able to perform all the needed duties for the position.
- B. Classifications are defined as: custodial, cafeteria, secretary, paraprofessional and bus driver.
- C. Whenever a bargaining unit member is to be laid off, the school district shall notify the bargaining unit member and the Association president by mailing notice within ten (10) working days of the Board meeting in which the Board took layoff action, except in case of emergency.
- D. Laid off bargaining unit members shall be rehired in accordance with classification seniority; that is, the bargaining unit member with the greatest seniority in a classification shall be rehired first, provided they have the ability and skills necessary to perform the duties of the job that is open. Necessary skills will be determined by written job descriptions agreed upon by both parties.
- E. When rehiring laid off bargaining unit members, the school district will notify them by certified mail at their last known address. It shall be the duty of the member on layoff to provide their current mailing address to the administration. If such bargaining unit member does not notify the school district within seven (7) working days from the mailing date of such notice that he/she will report for work on the date specified, or give a legitimate reason, as determined by the superintendent, for delay beyond such time, he/she will be considered as having quit and all seniority shall be terminated. Seniority bargaining unit members shall have recall rights up to twenty-four (24) months from the date of layoff.

ARTICLE X

PAID LEAVES

- A. Bargaining unit members absent from duty on account of illness or disability as defined in this section shall accumulate paid sick leave days as follows:
 - 1. School year bargaining unit members shall receive ten (10) sick days per calendar year.
 - 2. Twelve month bargaining unit members shall receive twelve (12) sick days per calendar year.
- B. Bargaining unit members shall be credited with a sick leave day at the end of each calendar month worked provided the bargaining unit member has worked the majority of their scheduled work days in that month. A sick day is equal to the normal work day hours of the bargaining unit member in that month.
- C. Each bargaining unit member shall be entitled to an unlimited accumulation of unused sick leave.
- D. The Board of Education may request a statement to verify the ability/inability to return to work after five (5) consecutive work days of illness or disability leave from a licensed and practicing physician in the State of Michigan. If, however, the bargaining unit member is disabled or becomes ill while out of the state, he/she will be required to contact the school system by the most expedient means and may subsequently be required to furnish a physician's statement.
- E. If a bargaining unit member uses twelve (12) or more sick days in a given school year, the Board may request a physician's statement for each day thereafter.
- F. The Board reserves the right at its expense to verify the findings or certification of the bargaining unit member's physician (licensed and practicing in Michigan). Bargaining unit members shall present themselves at reasonable times and places when requested by the Superintendent for purposes of such evaluation by the Board's physician. Should the finding of the Board's designated physician disagree with the member's physician, the member may elect to have a third opinion rendered by a physician chosen mutually by the Board and the Association. Such third opinion shall not be considered as binding on the parties. This sub-paragraph shall not be considered applicable to Workers' Compensation issues.
- G. To qualify for sick leave allowance, bargaining unit members must notify the immediate supervisor as early as possible, but no later than one (1) hour before the scheduled work day begins - except in cases of emergency.
- H. A bargaining unit member who suffers injury or disease which is compensable under Michigan Workers' Compensation shall continue to receive the amount of regular pay by having their sick leave reduced by the difference between his/her net pay for regular work hours and his/her Workers' Compensation pay for the duration of his/her accumulated sick leave.

- I. Leaves of absence with pay chargeable against the bargaining unit member's allowance in addition to illness shall be granted for the following:
 - 1. A total of five (5) days per school year for illness in the immediate family (the immediate family is considered to be the spouse, child, stepchild, parent, grandparent, grandchild, brother or sister). A special allowance for a person of personal significance to the member as well as additional days may be used in unusual circumstances if granted by the superintendent.
 - 2. Time necessary for attendance at the funeral service of a person whose relationship to the bargaining unit member warrants such attendance but not to exceed one (1) day may be granted by the Superintendent.

- J. Leaves of absence with pay not chargeable against the bargaining unit member's sick allowance shall be granted for the following reasons:
 - 1. A maximum of five (5) days per death in the immediate family of the bargaining unit member or the member's spouse.
 - 2. Absence when a bargaining unit member is called for jury service. The bargaining unit member shall receive the difference between his/her regular pay and jury pay. The bargaining unit member is expected to return to work when dismissed from jury duty to complete his/her shift.
 - 3. Court appearance as a witness in any criminal case or in any case connected with the bargaining unit member's employment or the school, less any witness fee received by the bargaining unit member. The bargaining unit member is expected to return to work to complete his/her shift when dismissed from duty.
 - 4. Two (2) days will be granted to take the selective service physical examination.
 - 5. After the completion of nine (9) months in the system, a maximum of two (2) days personal leave shall be allowed per school year for performance of personal or business obligations. Such days may accumulate if unused from year to year to a maximum of three (3) such days. Except during the last ten (10) days of a semester and days immediately preceding or following scheduled school calendar holidays and vacations, personal leave days shall be freely granted upon written request to the immediate supervisor and the bargaining unit member's reason for such absence need not be stated. If taken during the last ten (10) days of a semester, before or after a holiday or vacation, the reason shall be stated.
 - a. A written request must be made at least forty-eight (48) hours in advance, except in the case of emergencies.
 - b. Days may not be used for working another job or for seeking other employment.
 - c. Normally, no more than two (2) employees from each job classification (culinary, bus drivers, secretaries, custodians and paraprofessionals) will be granted personal business days on any given day.

- K. Any bargaining unit member may voluntarily donate up to five (5) days of his/her accumulated sick days to another bargaining unit member facing personal long term illness or the long term illness or death of an immediate family member. Additionally, this benefit may be used to assist less senior bargaining unit members who may not have had the opportunity to accrue the number of days necessary for specific incidents of personal or family illness or death.

ARTICLE XI

UNPAID LEAVE

- A. Any bargaining unit member whose personal illness extends beyond the period compensated under Section A, Paid Leave, shall be granted a leave of absence without pay for such time as is necessary for complete recovery from such illness or disability up to eighteen (18) months. Upon return from leave, a bargaining unit member shall be assigned to the same position, if available, or to a similar position for which the Board determines the bargaining unit member to be qualified.
- B. Leaves of absence without pay may be granted upon application and approved for the following purposes (there shall be no fringe benefits and seniority shall not accrue while on leave, except when benefits are required to be paid by law such as in the Family Medical Leave Act):
 - 1. Educational improvement through further training.
 - 2. Maternity leave, or leave for purposes of adopting a child (children) shall be granted upon application. Bargaining unit members shall not be required to exhaust his/her earned personal illness days. A minimum allowance of five (5) personal illness days shall be saved if requested by the member.
 - 3. Peace Corps leave which, however, shall be limited to not more than two (2) years.
- C. Military leaves of absence shall be granted to any bargaining unit member who shall be inducted or shall enlist for the minimum of military duty to any branch of the armed forces of the United States.
- D. Leaves of absence without pay shall be granted on an annual basis except that on receipt of application for leave pursuant to Section A. and B. herein above, at the request of applicant, the leave may be granted for one (1) semester.
- E. The superintendent may authorize unpaid days off for those reasons not covered by sections a, b, c, or d. Such requests will be reviewed on a case-by-case basis. A review of the employee's overall leave time usage shall be considered. The superintendent shall provide a written response to the employee and the decision shall be final.

ARTICLE XII
HOLIDAYS

A. Custodians shall be paid for the following holidays:

- | | |
|----------------------------|-----------------------------|
| Labor Day | New Year's Eve Day |
| Thanksgiving | New Year's Day |
| Day after Thanksgiving Day | Good Friday |
| Christmas Day | Memorial Day |
| Day after Christmas Day | Independence Day |
| | Three (3) floating holidays |

B. Secretarial/clerical, paraprofessional and culinary bargaining unit members shall be paid for the following holidays:

- | | |
|------------------------------------------------------|----------------|
| Labor Day (if regular duties begin before Labor Day) | Christmas Day |
| Thanksgiving Day | New Year's Day |
| Day after Thanksgiving Day | Good Friday |
| | Memorial Day |

C. Twelve (12) month secretaries shall be paid for the following holidays:

- | | |
|-----------------------------------------------|--------------------|
| Labor Day | New Year's Eve Day |
| Thanksgiving Day | New Year's Day |
| Day after Thanksgiving Day | Good Friday |
| Christmas Day | Memorial Day |
| Day before and after Christmas, if a work day | Independence Day |

D. If any of the above holidays fall on a Saturday it will be observed on the preceding Friday; if the holiday falls on Sunday, it will be observed the following Monday.

If school is in session on one (1) of the above holidays then another day will be allocated as the holiday.

E. To be eligible for holiday pay, an employee must have successfully completed his/her probationary period.

F. When Good Friday falls during Spring Break, employees shall receive a full day of holiday pay. When Good Friday falls outside of Spring Break, employees shall receive a half day of holiday pay.

ARTICLE XIII

VACATION DAYS

- A. Twelve (12) month bargaining unit members shall receive paid vacations as follows:
From employment through one (1) year of service ‘ five (5) days (granted only after the completion of the probationary/training period); two to four (4) years of service ‘ ten (10) days; five (5) through fifteen (15) years of service ‘ fifteen (15) days; sixteen (16) through nineteen (19) years of service ‘ sixteen days; twenty (20) or more years of service ‘ eighteen (18) days and twenty-five (25) years of service ‘ twenty (20) days.
- B. Ten month secretaries shall receive paid vacations as follows:
Ten (10) years of service ‘ three (3) vacation days
Twenty (20) years of service ‘ five (5) vacation days
- The bargaining unit member shall meet with his/her building administrator to schedule usage of such days in order to allow adequate time to secure and train a quality substitute. Such vacation days shall not be carried over or accumulate.
- C. Bargaining unit members have the right to choose the time of their vacation with the approval of their supervisor. Vacation time will not be accumulated or carried over to the next year.

ARTICLE XIV

GRIEVANCE PROCEDURE

- A. Any bargaining unit member, group of bargaining unit members or the union, believing that there has been a violation, misinterpretation or misapplication of any provision of this Agreement may file a written grievance.
- B. The term "days" shall mean days when school is in session or calendar days if being applied prior to or after the regular school year.
- C. The following matters shall not be the basis for any grievance filed under the procedure outlined in this Article:
1. Article VIII, Vacancies, Transfers and Promotions
 2. The discharge of probationary employees
- D. Level I - Informal. The grievance must be discussed with the immediate supervisor within ten (10) days of the alleged violation, misinterpretation or misapplication; or within ten (10) days of when the aggrieved had knowledge thereof. Immediate supervisor is: Supervisor of Food Services for cooks, Building Principal for paraprofessionals and secretaries, Transportation Supervisor for bus drivers, and Head Custodian for custodians.

- E. Formal - Level I. If no resolution is obtained within five (5) days of the discussion the grievance shall be reduced to writing within five (5) additional days and submitted to the immediate supervisor no later than the tenth (10th) day following the discussion.

The immediate supervisor shall meet with the grievant within five (5) days of receiving the grievance in an effort to resolve the grievance. The immediate supervisor will give a written response to the union and the grievant within five (5) days of the meeting.

- F. Formal - Level II. - Superintendent. If the immediate supervisor's response is unsatisfactory or if no response is given within ten (10) days, the grievance shall be appealed to the superintendent. The superintendent shall meet with the grievant within five (5) days in an effort to resolve the grievance. The superintendent shall give a written response to the union and the grievant within five (5) days of the meeting.
- G. Formal - Level III. - Board of Education. If the Superintendent's response is unsatisfactory, or if no response is given, the grievance shall be appealed to the Board of Education within ten (10) days of the meeting with the Superintendent. The Board of Education shall meet with the grievant in an effort to resolve the grievance within thirty (30) days. The Board of Education shall give a written response to the union and the grievant within five (5) days of the meeting.
- H. If the Association is not satisfied with the disposition by the Board of Education, the grievance may be submitted to binding arbitration within ten (10) days of receipt of the Board's answer or if no response is given, within twenty (20) days of the meeting with the Board.
- I. If the parties cannot agree to the arbitrator within ten (10) days from notification that arbitration will be pursued, the arbitrator will be selected by the American Arbitration Association in accordance with its rules which shall likewise govern the arbitration proceeding.
- J. The powers of the arbitrator are subject to the following limitations:
 1. The arbitrator shall have no power to alter, amend, add to or subtract from the terms of this Agreement.
 2. He shall have no power to establish salary scales.
 3. He shall have no power to change any practice, policy or rule of the Board, nor substitute his judgment for that of the Board as to the reasonableness of any such practice, policy, rule or any action taken by the Board.
 4. He shall have no power to decide any question which, under this Agreement, is within the responsibility of the management to decide.
 5. He shall have no power to interpret state or federal law.

6. He shall not hear any grievance previously barred from the scope of the Grievance Procedure.
7. No arbitrator shall have the power or authority and no jurisdiction over matters within the exclusive jurisdiction of Courts and/or State and Federal agencies. In the event that a case is appealed to the arbitrator on which he has no power to rule, it shall be referred back to the parties without decision or recommendation on its merits.
8. More than one grievance may not be considered by the arbitrator at the same time except upon expressed written mutual consent and then only if they are of similar nature.
9. Where no wage loss has been caused by the action of the Board complained of, the Board shall be under no obligation to make monetary adjustments and the arbitrator shall have no power to order one.
10. Arbitration awards or grievance settlements will not be made retroactive beyond the date of the occurrence or non-occurrence of the event upon which the grievance is based. In no event, however, shall the settlement be earlier than thirty (30) days prior to the date on which the grievance is filed.

K. Miscellaneous Provisions:

1. The fee and expenses of the arbitration shall be shared at the rate of 50% for the Board and 50% for the Association.
2. Should an employee fail to institute a grievance within the specific time limits, the grievance will not be processed. Time limits provided in this Article shall be strictly observed but may be extended by written agreement of the parties.
3. Should an employee fail to appeal a decision within the specific time limits, or leave the employ of the Board, (except a claim involving a remedy directly benefitting the grievant regardless of his/her employment), all further proceedings on a previously-instituted grievance shall be barred.
4. Grievances shall be filed and contain all specific information on the grievance form attached as Appendix B.
5. A bargaining unit member shall be entitled to have his/her union representative accompany him/her at any level of the grievance procedure.
6. Any grievance not filed or appealed within the above designated time limits shall be barred from further proceedings.
7. The decision of the arbitrator shall be final, conclusive and binding upon the bargaining unit member, the Board, and the Union, subject to the right of judicial review.

8. The Association shall have no right to initiate a grievance involving the right of an employee or group of employees without his or their express approval in writing thereon.
9. All preparation, filing, presentation or consideration of grievances shall be held at times other than when an employee or a participating Association representative are to be at their assigned duty stations.
10. Notwithstanding the expiration of this Agreement, any claim or grievance arising thereunder may be processed through the Grievance Procedure until resolved.
11. If the grievance is satisfactorily resolved at any level, action on the grievance shall terminate.

ARTICLE XV

INSURANCE COVERAGE

(Note that all bargaining unit members shall include paraprofessionals. Betsy Olund and Janice Stephenson shall not be affected by this section unless it is to their advantage. These paraprofessionals shall otherwise be allowed to continue with the single subscriber health insurance they had as of 2003-04. Other paraprofessionals shall be allowed to continue the current benefits enjoyed under the 2/6/03 Paraprofessional Letter of Agreement if less than the following, as agreed upon by the parties.)

- A. Each year during the contract the Board shall pay the premium for the following medical and hospital insurance program for all eligible bargaining unit members: Blue Cross/Blue Shield of Michigan with Comprehensive Hospital Care Certificate 959-7 (Semi-Private), MVF-1 Preferred Group Benefit Certificate 1879-6, Prescription Drug Group Benefit Certificate 882-1 (\$10.00/\$20.00 Co-Pay), Master Medical Supplemental Benefit Certificate 4794-4 (Option IV) with the following riders: CC 2286-3, XF-627, D45NM 2288, ML 1892, RPS 4832-2, FAE-RC 218-8, VST 4664, EF 1991, CLC 0662, PPNV-1 4639-1, Reciprocity, SD 4651-6, DC 4656-5, MMC-PD 4786, COB-3 540-5, SAT-11, SOT-PE, PD-MAC, GLE, MOPD, contraceptives PCD 9973, RM, MMC-PC.

Commencing with ratification of this contract the bargaining unit members shall be covered by Blue Cross Blue Shield of Michigan PPO 1.

All of the above riders not covered in the Blue Cross Blue Shield PPO 1 shall continue to be provided at the Board's expense.

Members will be reimbursed for prescriptions based on the following conditions:

1. Employees shall be fully reimbursed to the generic level (\$10.00) for prescription co-pays after fifty-five (55) such prescriptions have been incurred in a given year.

2. Proof must be offered in the form of receipts, copies or receipts or insurance worksheets, personal information such as name/specialty of physician, specific prescription, dosage and other such private details must be redacted by the employee. However, the date and amount of co-pay must be shown.
 3. Reimbursements shall be made by the employer based on a mutually agreed upon schedule.
 4. Since such reimbursement is not taxable, reimbursement shall be by separate check, made out to the employee.
- B. In the above program the coverage shall be designated to the classification of coverage by the bargaining unit member's personal family group being: individual, if single, with or without dependents, or individual and spouse and children, if married with children.
- C. Each bargaining unit member eligible for medical and hospital coverage will receive \$15,000.00 Group Basic Term Life Insurance with Accidental Death and Dismemberment Coverage, as has been the practice.
- D. The employer shall provide a cash option in lieu of health benefits at the rate of seventy percent (70%) of the single subscriber rate for health benefits.
1. The employer shall formally adopt a qualified plan document which complies with section 125 of the Internal Revenue Code.
 2. All costs relating to the implementation and the administration of benefits under this program shall be borne by the employer.
- E. Bargaining unit members employed as of the ratification of the 1978-80 contract who work less than six (6) hours per day will receive fully paid the above single subscriber medical and hospital insurance premium.
- F. Bargaining unit members hired after the ratification of the 1978-80 contract who work four (4) hours or more but less than six (6) hours per day will receive fully paid the above single subscriber medical and hospital insurance premium.
- G. All bargaining unit member bus drivers hired after the ratification of the 1978-80 contract will receive fully paid the above single subscriber medical and hospital insurance if working less than six (6) hours per day. If working six (6) or more hours per day, the member will receive fully paid full family hospitalization medical insurance premium.
- H. Any bargaining unit member working six (6) hours or more will receive fully paid the above full family medical and hospital insurance premium.

- I. New bargaining unit members (other than bus drivers) hired after the ratification of the 1996-99 contract who work more than four (4) hours but less than or equal to six (6) hours per day will receive fully paid the above single subscriber medical and hospital premium.

Bargaining unit members (other than bus drivers) hired after the ratification of the 1996-99 contract who work more than six (6) hours per day will receive fully paid the above full family medical and hospital insurance premium.

Any member (other than bus drivers) originally employed by the district before the ratification of the 1996-99 contract shall have coverage as described under (E), (F), (H) or (I) of this article.

LONG TERM DISABILITY

- J. For all bargaining unit members who work twenty-five (25) or more regular hours of employment per week, the Board shall provide MESSA Plan I Long Term Disability Insurance, or other LTD insurance comparable or equivalent. Benefits shall be paid at 66-2/3% of the salary up to a maximum monthly benefit of \$3,000.00 per month and shall begin after the expiration of the greater of: (1) the bargaining unit member's accumulated sick leave, or (2) ninety (90) calendar days.

DENTAL INSURANCE

- K. For all bargaining unit members who work twenty-five (25) or more regular hours of employment per week, the Board shall provide SET 50/50/50 incentive plan (option M) with \$3,000.00 orthodontic benefits with coordination of benefits, or an equivalent Delta Dental Plan, or a dental program comparable or equivalent as agreed upon by the Association and the Board.

The Board will pay bargaining unit members' retirement benefits in accordance with Act 244 of the Public Acts of the State of Michigan of 1974 being an act to provide for retirement systems for Michigan Public School Employees.

VISION

- L. All bargaining unit members shall receive vision coverage through the MESSA VSP 3 Plus Platinum Plan.

MISCELLANEOUS

- M. Paraprofessionals shall receive benefits according to the following schedule:
Single subscriber health insurance for all paraprofessionals working at twenty-eight (28) hours or more per week. All paraprofessionals shall additionally receive life insurance, AD&D insurance, LTD insurance and dental benefits if they work twenty-five (25) or more hours per week.

ARTICLE XVI
VEHICLE PROPERTY DAMAGE

- A. The Board agrees to pay up to the sum of one hundred dollars (\$100.00) to reimburse a bargaining unit member for non-insurance covered damage inflicted upon the vehicle of said bargaining unit member provided that the damage of malicious destruction occurs during the duty time or special assignment of such bargaining unit member assigned parking lot or contiguous to the bargaining unit member's assigned building or activity if no such parking lot has been designated provided, however, the bargaining unit member in such instance shall first report the damage to the local police agency, make and furnish any requested written reports, sign a complaint against the person or persons alleged to have committed the act and testify as to damage if requested. In all instances before claiming reimbursement the bargaining unit member shall submit evidence in a letter form from the agent or insurance carrier that the inflicted damage is not covered under any insurance policy.

ARTICLE XVII
FURTHER COMPETENCE

- A. The Board will pay ASFSA dues for each culinary bargaining unit member working five (5) hours or more per day.
- B. The bargaining unit member shall apply to the Superintendent for approval as to applicability in furthering the bargaining unit member's competence. The Board will reimburse bargaining unit members the cost of registration, meals, mileage and lodging to attend superintendent-approved conferences and workshops.
- C. In the event funds are not available for expenses of attending workshops and conferences, the bargaining unit member will be allowed to attend the event with no loss of pay upon approval of the superintendent.
- D. The Board will pay full cost for each bus driver's required physical examination if the driver receives the physical from the Board's doctor. An equal amount will be provided if the driver receives the physical from other than the Board's doctors.
- E. Those culinary bargaining unit members certified by ASFSA will receive, in addition to their regular rate, ten (10) cents per hour.
- F. Bus drivers shall be compensated at the extra trip wage rate for each hour of attendance at bus driver training school and for time spent complying with legally required drug testing if such testing is required on time scheduled outside of regular work time. Additionally, bus drivers shall be reimbursed for the cost of commercial driver's license (CDL) fees/renewals.

- G. The district and the Association shall agree upon and/or develop the Boyne City Academic Assessment for Title I Paraprofessionals. The local assessment will fulfill the requirements of the Elementary and Secondary Education Act (ESEA) (20 USC 631c).
- H. If a paraprofessional has been determined by another school district or by the Michigan Department of Education as meeting the requirements of the ESEA, s/he shall be considered by the district as meeting the requirements.
- I. For current paraprofessionals electing to meet the requirements of the ESEA through an academic assessment, training as approved by the superintendent shall be provided and paid by the district at the employee's regular hourly rate.
- J. Title I Paraprofessionals (or paraprofessionals covered by the ESEA by requirement of the Michigan Department of Education) who elect, as approved by the superintendent or Board, to meet the requirements through college credit shall have tuition fully reimbursed by the Board upon proof that such expenses have been incurred. Reasonable expenses (mileage, books and fees) may be reimbursed by the Board at the superintendent's discretion.
- K. An employee who is subject to the requirements of the ESEA, who is unable to meet the requirements by the deadline established by law shall be laid off by the district with recall rights as established under Article IX hereunder.
- L. If a bargaining unit member is regularly scheduled to work during the time of an all-staff inservice, and is administratively requested or invited to attend said inservice, the bargaining unit member shall be paid at the member's regular hourly rate. If the inservice is held during not regularly scheduled hours, attendance shall be voluntary and the bargaining unit member shall be paid at the member's regular hourly rate.

ARTICLE XVIII

PERSONNEL FILES, PROGRESSIVE DISCIPLINE AND EMPLOYEE COMPETENCE

- A. Bargaining unit members shall have the right to review the contents of all records, excluding initial references, of the Board pertaining to said individual, originating after the initial employment, and to have a BCESPA representative present at such review.
- B. No material originating after the initial employment shall be placed in a bargaining unit member's personnel record unless she/he has had an opportunity to review said material. The bargaining unit member may submit a written notation regarding any material and the same shall be attached to the material in question. If the bargaining unit member believes the material placed, or to be placed, in her/his file is inappropriate or in error, she/he may receive adjustment, provided cause is shown, through legal action whereupon the material shall be corrected or expunged from the file. If a bargaining unit member is requested to sign material to be placed in her/his file, such signature thereon shall be understood to indicate her/his

awareness of the material but, in no instance, shall said signature be interpreted to mean agreement with the material's content. After successful completion of two (2) years of satisfactory employee performance, an employee may request that all documents which reflect negatively on the teacher's competence or performance as stated above may be expunged from the employee's personnel file. This shall be subject to Superintendent review.

- C. Evaluation is an on-going process of the performance of a bargaining unit member as conducted by on-the-job observation and shall be in writing and followed by an evaluation conference. Evaluations shall be done at least once every year. Bargaining unit members shall be given a copy of all written evaluations and related documents placed in the member's personnel file. If any evaluation is of a negative nature, a second evaluation shall be conducted if requested in writing by the bargaining unit member or the evaluator.
- D. The monitoring or observation of the performance of a bargaining unit member which may be included in the evaluation shall be conducted with full knowledge of the bargaining unit member unless the circumstance is of such a nature to preclude privacy or immediate access to the bargaining unit member, in which event the bargaining unit member shall be notified as soon as possible but in no less than a twenty-four (24) hour period.
- E. In the event a bargaining unit member's evaluation is not positive, a conference shall be held between the bargaining unit member and the evaluator within ten (10) working days. The evaluation shall be done in duplicate with one (1) copy to the bargaining unit member and the second copy in the bargaining unit member's personnel file.
- F. If the evaluation is not acceptable, needs improvement or is in any way not positive, the reasons therefore shall be set forth in specific terms as a recommendation of the ways in which the bargaining unit member should improve his/her performance. In subsequent evaluation reports, failure to again note a specific deficiency shall be interpreted to mean that adequate improvement has taken place.
- G. The appraisal report used to evaluate bargaining unit members shall be jointly formulated by the Board and the BCESPA and is not grievable.
- H. A bargaining unit member shall be notified in advance, in writing, of the purpose of a meeting where an unsatisfactory rating and/or disciplinary action is contemplated and shall be entitled to have a BCESPA representative present. If representation is requested, no action shall be taken until the bargaining unit member has an Association representative present or unless the situation is of such a serious nature to warrant immediate action.
- I. No employee shall be discharged or disciplined without just cause.

- J. A system of progressive and corrective discipline shall be applied to all bargaining unit members in the district unless circumstances occur which require immediate action. The Board may initiate discipline at the appropriate level up to, and including, discharge.
 - 1. verbal warning
 - 2. written warning
 - 3. written reprimand
 - 4. suspension with pay
 - 5. suspension without pay
 - 6. discharge

- K. If a Freedom of Information Act (FOIA) request is received for an employee's personal file or personnel file information, the employee will be notified within 24 hours of the request when it is received by an administrator. The board will take the maximum time allowed by the FOIA to comply with the request. The purpose of this is to allow the employee the opportunity to review the material and determine if legal action is warranted on his/her part.

ARTICLE XIX

ASSOCIATION DAYS

- A. There shall be forty (40) working hours paid by the Board and forty-eight (48) working hours of unpaid time available for Association business at the regular rate of pay of the member using the time for the paid Association time. Members who work less than six hours per day using such time are limited to two of their regular days of paid time and/or six of their regular days of unpaid time to use for Association business unless approved for use of additional such hours (under the limitations set forth above) by their supervisor. Approval of such Association leave hours/days will be granted only upon written approval from the Association president.

- B. The Association President will notify the Superintendent at least twenty-four (24) hours in advance of the use of Association time and the name of the BCESPA member using the time.

- C. BCESPA members on the afternoon shift will be allowed a maximum of two (2) hours per month to attend an Association meeting. The lost time must be made up and the meeting cannot be held while students are in a regularly scheduled class. However, a bargaining unit member cannot attend the meeting if he/she must be on duty for a scheduled activity in a building.

ARTICLE XX
INCLEMENT CONDITIONS

- A. On inclement weather days, custodians will work their full shift upon arrival and be paid a twenty (20) cent per hour premium for hours worked. All other employees will not be expected to report for work unless notified otherwise. If a bargaining unit member is required to report to work by an administrator, that member shall also be paid a twenty (20) cent per hour premium for hours worked. Bargaining unit members not required to work shall be entitled to utilize two (2) paid inclement weather days per year.

If schools are closed more than two (2) normally scheduled work days, due to inclement weather or other act of God events, any employee who cannot report for work or who is not approved to work on such a day may, at the member's election, receive pay for such day to be charged against the member's accumulated sick or personal leave.

ARTICLE XXI
NO STRIKE CLAUSE

- A. The Association and Board recognize that strikes and other forms of work stoppages during the life of this contract by bargaining unit members are contrary to law and public policy. The Association and the Board subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the school program. The Association, therefore, agrees that its officers, representatives and members shall not authorize, instigate, cause, aid, encourage, ratify or condone, nor shall any bargaining unit member take part in any strike, slowdown or stoppage of work, boycott, picketing or other interruption of activities in the school system. Failure or refusal on the part of any bargaining unit member to comply with the provisions of this Article shall be cause for whatever disciplinary action is deemed necessary by the Board.
- B. The Board will not lock out any bargaining unit member during the life of this Agreement.

ARTICLE XXII
BARGAINING UNIT MEMBER PROTECTION

- A. Generally, bargaining unit members will not be assigned to work in a building alone as part of their regular work assignment, although under some circumstances this may be necessary.

- B. Job related assault upon an on-duty bargaining unit member shall be promptly reported to the immediate supervisor. The Board will assist the bargaining unit member in dealing with law enforcement and judicial authorities. Such Board assistance may include legal assistance if the Board approves, subject to the limits of the Board's liability insurance, provided that the bargaining unit member is not judged the guilty party in the incident.
- C. Time lost by a bargaining unit member for a job related assault shall not be charged against the bargaining unit member's sick leave provided that the bargaining unit member is not judged guilty in the incident and for the period not covered by the Board's Workers' Compensation Insurance.
- D. In the event a written complaint or charge is made against a bargaining unit member, the bargaining unit member shall be given information with respect thereto and with respect to any investigation conducted by the Board if the complaint or charge is to be the basis of, or included in any disciplinary action.

ARTICLE XXIII

ENTIRE AGREEMENT

- A. This Agreement constitutes the sole and entire existing agreement between the parties and supersedes all prior practices whether oral or written and expresses all obligations imposed upon the Board and the Association. This Agreement is subject to amendment, alterations or addition only by subsequent written agreement between and executed by the Board and the Association. This contract supersedes any rules, regulations or practices of the Board contrary to the terms of this Agreement.
- B. It is contemplated that matters not specifically covered by this Agreement but that may be of common concern to the parties will be dealt with in a mutually scheduled meeting. This does not obligate either party to bargain collectively during the life of this Agreement about matters covered in this Agreement.
- C. In any negotiations described in this section, neither party shall have any control over the selection of the negotiation or bargaining representatives of the other party. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the Board of Education and by a majority of the membership of the Association, but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals and make concessions in the course of negotiations or bargaining, subject only to such ultimate ratification.
- D. If the parties fail to reach an agreement in any such negotiations, then either party may invoke the mediation machinery of the Michigan Employment Relations Commission.

- E. All individual contracts with bargaining unit members are subject to the terms of this Agreement.
- F. Copies of this Agreement shall be printed at the expense of the Board within thirty (30) days, if possible, after it is signed, and shall be presented to all bargaining unit members now employed or hereafter employed by the Board. The BCESPA shall be provided with ten (10) copies, at no charge, for its use.

ARTICLE XXIV
SEPARABILITY

- A. If any provision of the Agreement shall be found contrary to law by a court of competent jurisdiction from whose final judgment or decree an appeal has been taken within the time provided for doing so, then such provision shall be deemed null and void but all other provisions of this Agreement shall continue in full force and effect.

ARTICLE XXV
GENERAL

- A. Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every bargaining unit member working for the Board shall have the right to freely organize, join and support the Union for the purpose of engaging in collective bargaining or negotiations with respect to wages, hours, terms and conditions of employment. The Board agrees that it will not directly or indirectly discourage or deprive or coerce any bargaining unit member in the enjoyment of any rights conferred by Act 379 or other laws of Michigan or the Constitution of Michigan and the United States, that it will not discriminate against any bargaining unit member with respect to hours, wages, or any terms or conditions of employment by reason of his membership in the Union, participation in activities of the Union or otherwise with respect to any terms or conditions of employment. It is likewise understood and agreed that the Union, its agents or members shall not discriminate against any employee as provided by Public Act 379.
- B. Bus drivers shall receive full reimbursement for the cost of chauffeur licenses.
- C. The lead custodian in each building will receive ten (10) cents per hour in addition to his/her regular hourly rate of pay.
- D. When a bargaining unit member is required to use his/her personal vehicle for school business, he/she will be paid according to board policy.

ARTICLE XXVI

DURATION OF AGREEMENT

- A. This Agreement shall be effective as of September 1, 2009, and shall continue in effect through August 31, 2011. Negotiations between the parties shall begin sixty (60) days prior to the contract expiration date. If, pursuant to such negotiations, an Agreement on the renewal or modification is not reached prior to the expiration date, this Agreement shall expire at such expiration date unless it is extended by mutual agreement of the parties.

ACCEPTANCE AND RATIFICATION

BOYNE CITY SCHOOL DISTRICT

BOYNE CITY MICHIGAN EDUCATION
SUPPORT PERSONNEL ASSOCIATION

By /s/ _____
President

By /s/ _____
President

By /s/ _____
Superintendent

By /s/ _____
Chief Negotiator

School Board Bargaining Team

BCESPA Bargaining Team

Robert Alger, Superintendent

Mary Lieberman, Chief Spokesperson

**APPENDIX A
WAGE SCHEDULE**

Custodial - Maintenance	2009-10 1.25% off	2010-11 1.25% on
Training Rate	\$14.39	\$14.39
Year One	16.83	16.83
Year Two	18.20	18.20
Year Ten	18.39	18.39
Year Twenty	18.57	18.57
Custodial - Cleaner	2009-10 1.25% off	2010-11 1.25% on
Training Rate	\$10.79	\$10.79
Year One	12.61	12.61
Year Two	13.65	13.65
Year Ten	13.78	13.78
Year Twenty	13.92	13.92
Production Cook	2009-10 1.25% off	2010-11 1.25% on
Training Rate	\$10.89	\$10.89
Year One	12.06	12.06
Year Two	12.98	12.98
Year Three	14.28	14.28
Year Ten	14.42	14.42
Year Twenty	14.56	14.56
Lead Cook	2009-10 1.25% off	2010-11 1.25% on
Training Rate	\$10.78	\$10.78
Year One	11.95	11.95
Year Two	12.87	12.87
Year Three	14.15	14.15
Year Ten	14.30	14.30
Year Twenty	14.44	14.44

Regular Cook	2009-10 1.25% off	2010-11 1.25% on
Training Rate	\$10.61	\$10.61
Year One	11.78	11.78
Year Two	12.70	12.70
Year Three	13.98	13.98
Year Ten	14.12	14.12
Year Twenty	14.27	14.27

Principal Secretary	2009-10 1.25% off	2010-11 1.25% on
Training Rate	\$12.42	\$12.42
Year One	13.47	13.47
Year Two	14.68	14.68
Year Three	15.94	15.94
Year Ten	16.10	16.10
Year Twenty	16.26	16.26

Asst. Principal, Athletic Director and Counselor Secretary	2009-10 1.25% off	2010-11 1.25% on
Training Rate	\$10.81	\$10.81
Year One	11.87	11.87
Year Two	13.08	13.08
Year Three	14.37	14.37
Year Ten	14.51	14.51
Year Twenty	14.65	14.65

Clerk/Cashier	2009-10 1.25% off	2010-11 1.25% on
Training Rate	\$8.73	\$8.73
Year One	9.00	9.00
Year Two	9.76	9.76
Year Three	11.12	11.12
Year Ten	11.23	11.23
Year Twenty	11.34	11.34

Paraprofessional	2009-10 1.25% off	2010-11 1.25% on
Training Rate	\$10.25	\$10.25
Year One	10.68	10.68
Year Two	11.09	11.09
Year Three	11.92	11.92
Year Four	12.77	12.77
Year Five	13.12	13.12
Year Ten	13.25	13.25
Year Twenty	13.39	13.39

All Bus Drivers	2009-10 1.25% off	2010-11 1.25% on
Base	\$9,616	\$9,616
Year Ten	9,712	9,712
Year Twenty	9,809	9,809
Extra Trip (per hour)	\$13.25	\$13.25
Mileage Rate For Extra Trips	0.333	0.333
Mileage Rate For Regular Runs	n/a	n/a

NOTE: The title "Custodian" will be replaced by "Custodial Maintenance". Additionally, current custodial maintenance workers as of the ratification of the 1996-99 contract shall continue in that position until terminated by resignation, retirement or for cause. Custodial maintenance workers shall not be laid off to be replaced by custodial cleaners.

The above-stated Extra Trip (per hour) rate shall be used as an inservice training rate for Bus Drivers who are requested to attend inservice activities scheduled outside their normal work day/work year.

The bus driver who drives the vocational education route shall not be paid when the trip is not taken.

The Board will continue to pay the employer's share to the Public School Employees Retirement Fund for each bargaining unit member.

The step increase will occur on September 1st each year. Persons employed after ratification of the 1980-81 contract will receive the step increase on their anniversary date (date of hire).

A work day is any day on which the employee is scheduled to work and performs any work on such day or is paid for that day.

A paraprofessional who works two (2) hours per day or less will receive an additional twenty-five (\$.25) per hour.

ACCUMULATED SICK LEAVE INCENTIVE

In recognition of sick leave accumulated under Article X (Paid Leaves) of this contract each employee shall receive an additional percentage of hourly salary based upon the number of sick leave days accumulated as of the beginning of each school year prior to that year's allowance being added. Each accumulated day shall increase an employee's salary by 1/1000th of a percent (.0001). EXAMPLE: an employee with 100 accumulated days would receive 1% in additional Schedule A hourly salary (.0001 x 100). A beginning employee, or an employee with no accumulated sick leave, would receive no additional salary under this provision.

Less than full time employees' sick leave days shall reflect partial days based on the appropriate fraction of an eight (8) hour day, as is currently the practice, and shall be adjusted based upon their individual contract status from year to year.

The percentage shall be paid on the employee's Appendix A Salary only. For Bus Drivers, the additional percentage shall only apply to their base annual salary; it shall not apply to the mileage rate or extra trip hourly rate.

ACCUMULATED SICK LEAVE TERMINATION PAY

An employee upon retirement or resignation shall be paid for all unused sick leave days accumulated during the last eight (8) years of employment (96 day maximum) with the District at the rate of eight dollars (\$8.00) per unused day. Any sick leave days used within the last eight years shall not be paid. EXAMPLE: an employee resigns with 125 accumulated sick leave days, 80 of which were accumulated over the last eight years of employment. The employee would receive (\$8.00 x 80) \$640.00 termination pay.

The daily rate of eight dollars (\$8.00) per day will be paid to those employees whose normal working day is eight (8) hours per day during the year the sick leave was accumulated. For employees working less than eight (8) hours per day, the eight dollars (\$8.00) per day shall be prorated based on their normal average working day during that year.

Example:	<u>Year</u>	<u>Hrs/Day</u>	<u>Proration</u>	<u>Rate</u>
	1	2	2/8	\$2.00
	2	4	4/8	\$4.00
	3	5	5/8	\$6.25

The termination payment will be made by July 15th of the next fiscal year.

APPENDIX B
Boyne City Public Schools

BCESPA GRIEVANCE REPORT FORM

Distribution of Form: 1. Superintendent
2. Supervisor **(Submit to Supervisor in Duplicate)**
3. Association
4. Bargaining Unit Member

Grievance No. _____

Building: _____ Name of Grievant: _____
Assignment: _____ Date Filed: _____

STEP I

A. Date Cause of Grievance Occurred: _____

B. 1. Statement of Grievance: _____

2. Relief Sought: _____

Signature Date

C. Disposition of Supervisor: _____

D. Position of Grievant and/or Association: _____

Signature Date

If additional space is needed in reporting Sections B 1 & 2 of Step I, attach an additional sheet.

Note: Continued on reverse side

STEP II

A. Date Received by Superintendent or Designee: _____

B. Disposition of Superintendent or Designee: _____

Signature Date

C. Position of Grievant and/or Association: _____

Signature Date

STEP III

A. Date Received by Board of Education or Designee: _____

B. Disposition by Board: _____

Signature Date

C. Position of Grievant and/or Association: _____

Signature Date

STEP IV

A. Date submitted to arbitration: _____

B. Disposition and award of arbitrator: _____

Signature Date

Note: All provisions of Article XIV of this Agreement dated September 10, 2007, will be strictly observed in the settlement of grievances.