

AGREEMENT

BETWEEN

BARK RIVER HARRIS SCHOOLS

AND

**BARK RIVER HARRIS EDUCATIONAL
SUPPORT PROFESSIONALS/MEA**

EFFECTIVE

July 1, 2012

THROUGH

JUNE 30, 2013

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THIS AGREEMENT made and entered into this 12th day of June 2012, by and between BARK RIVER-HARRIS SCHOOLS, party of the first part and hereinafter referred to as "Employer, and Bark River Harris Educational Support Professionals/ MEA, party of the second part, hereinafter called the "Union".

WITNESSETH

WHEREAS, both parties are desirous of presenting labor disputes and maintaining a uniform wage scale, working conditions and hours of the employees of the Employer and of facilitating peaceful adjustment of all grievances which may arise from time to time between the Employer and his/her employees and of promoting and improving peaceful industrial and economic relations between the parties.

PREAMBLE

The Bark River-Harris School District is a "General Powers School District" in accordance with Public Act 289 of 1995, Public Act 451 of 1976, M.C.L. 380.11a, as amended.

The Bark River-Harris Educational Support Professionals are members of the Michigan Education Association in accordance with the Public Employment Relations Act, PA 336 of 1947 as amended.

ARTICLE 1 RECOGNITION

SECTION 1. The Employer recognizes and acknowledges the Union as the exclusive representative in collective bargaining with the Employer for all classifications of the employees covered by this Agreement and listed in Schedule "A".

SECTION 2. All full-time and part-time non-instructional employees of the Bark River-Harris Schools, including Cooks and Assistant Cooks, Secretaries, Bus Drivers, Custodians, Teacher Aides and positions hereinafter created by the Board who would have a significant community of interest with the previously enumerated classes, but excluding supervisory, confidential and non-secretarial administrative employees as defined by the Act.

SECTION 3. However, the terms and provisions of this contract do not apply to workers using Bark River-Harris Schools as a worksite and who are being paid entirely by and/or through other State and/or Federal Agencies sponsoring employment programs, providing there is no conflict with any local, state or federal law and further providing the use of such employee shall not result in the displacement of any of the regular employees covered by this Agreement.

ARTICLE 2 UNION SECURITY - AGENCY SHOP

(a) Employees covered by this Agreement at the time it becomes effective and who are members of the Union at the time shall be required, as a condition of continued employment, to continue membership in the Union or pay a service fee to the Union equal to dues and initiation fees uniformly charged for membership for the duration of this Agreement.

(b) Employees covered by this Agreement who are not members of the Union at the time it becomes effective shall be required as a condition of continued employment to become members of the Union or pay a service fee equal to dues and initiation fees required for membership commencing thirty (30) days after the effective date of this Agreement, and such conditions shall be required for the duration of this Agreement.

(c) Employees hired, rehired reinstated or transferred into the bargaining unit after the effective date of this Agreement and covered by this Agreement shall be required as a condition of continued employment to

become members of the Union or pay a service fee equal to dues and initiation fees required for membership for the duration of this Agreement, commencing the thirtieth (30) day following the beginning of their employment in the unit.

ARTICLE 3
REPRESENTATION FEE CHECK OFF

(a) The Employer agrees to deduct from the wages of any employee who is not a member of the Union, the Union representation fee, and uniform assessments, as provided in a written authorization executed by the employee. The written authorization for representation fee deduction shall remain in full force and effect during the period of this Contract and shall be deducted September through June.

(b) Dues, service fee and uniform assessments will be authorized, levied and certified in accordance with the Constitution and By-Laws of the Local Union. Each employee and the Union hereby authorize the Employer to rely upon and to honor certifications by the Treasurer of the Bark River Harris ESP/MEA, regarding the amounts to be deducted and the legality of adopting action specifying such amounts of Union dues, uniform assessments and/or service fee.

(c) The Employer agrees to provide the service without charge to the Union.

(d) The Employer agrees to promptly remit to the Union any and all monies so deducted each month accompanied by an alphabetized list of all employees from whom deductions of dues and service fees have been made.

ARTICLE 4
DUES CHECK-OFF

(a) The Employer agrees to deduct from the wages of any employee, who is a member of the Union, all Union membership dues, and uniform assessments uniformly required, if any, as provided in a written authorization executed by the employee. The written authorization for Union dues deduction shall remain in full force and effect during the period of this Contract and shall be deducted September through June.

(b) Dues, service fees and uniform assessments will be authorized, levied and certified in accordance with the Constitution and By-Laws of the Local Union. Each employee and the Union hereby authorize the Employer to rely upon and to honor certifications by the Treasurer of the Bark River Harris ESP/MEA, regarding the amounts to be deducted and the legality of the adopting action specifying such amounts of Union dues, uniform assessments and/or initiation fees.

(c) The Employer agrees to provide the service without charge to the Union.

(d) The Employer agrees to promptly remit to the Union any and all monies so deducted each month accompanied by an alphabetized list of all employees from whom deductions of dues and service fees have been made.

ARTICLE 5
EXTRA CONTRACT AGREEMENTS

SECTION 1. The Employer agrees not to enter into any Agreement with another labor organization during the life of this Agreement with respect to the employees covered by this Agreement, or any agreement or contract with the said employees, individually or collectively, which in any way conflicts with the terms or provisions of this Agreement, or which in any way affects wage, hours or working conditions of said employees or any individual employee, or which in any way may be considered a proper subject for collective bargaining. Any such agreement shall be null and void.

SECTION 2. For new types of equipment or jobs for which rates of pay are not established by this Agreement, rates governing such operations shall be subject to negotiations between the parties.

ARTICLE 6
WAGES

Attached hereto and marked Schedule "A" is a schedule showing the classification and wage rates of the employees covered by this Agreement. Said Schedule "A" further sets forth the hours of work, regular working conditions and other details of employment. It is mutually agreed that said Schedule "A" and the contents thereof, shall constitute a part of this Agreement.

ARTICLE 7.
SENIORITY

SECTION 1. Strict seniority rights will prevail in each division, providing employee meets satisfactory qualifications. (The Board and the Union agree that the divisions definition of "Qualified" is that the employee for their division position will be in compliance with the present State and Federal Laws in regard to required licenses, endorsements, certificates, and required continuing education certifications, re-certifications and new mandated training requirements. This definition of "Qualifications" as specified applies to all Articles in this Agreement regarding Vacancies, Promotions, Transfers, Reduction in Personnel, Layoff and Recall. In the event that more than one individual in the division has the same seniority date, the position on the seniority list shall be determined by the Union through a drawing held at which all persons of interest shall be notified and may be present. The secretary of the Union shall notify the Superintendent of the results. A listing of bargaining unit members, arranged in order of their seniority, shall be prepared and posted in the Superintendent's office, conspicuously in all buildings/departments of the District by October 15th of each year with a copy to the Union President for all members. Any disagreement shall be submitted to the Grievance Procedure. To transfer from one division to another division, the employee must start at the bottom of the seniority list.

SECTION 2.

- A. In a case of reduction in the force, the last employee hired in his division shall be the first laid off unless such employee is the only one in the division "Qualified" to work in a remaining division position and, in returning to work, the last employee laid off shall be the first rehired and reinstated if such employee is "qualified" to be recalled to the division position. Schedule of work shall be in accordance with seniority and qualifications as stated in Section 1. Seniority and/or benefits shall not accrue during lay off. Recall rights are limited to 2 years from date of layoff.

If an employee is recalled back from lay off status for more than a sixty (60) day period, the two year time limit will be adjusted from original lay off date to the first day worked upon being called to work.

When an employee on lay off status is recalled back to fill in for duties in their classification, the hourly wage shall be the prevailing wage for that classification.

In filling vacancies or making promotions, preference shall be given to employees according to their "Qualifications" and seniority standing. There will be no bumping outside a person's division. Seniority shall take preference over more qualified.

- B. Notification – No bargaining unit members shall be laid off unless said bargaining unit member shall have been notified of said layoff at least thirty (30) working days prior to the effective date of the layoff. Such notification shall be in writing with a copy to the Association president.

SECTION 3. Seniority shall be broken only by discharge, voluntary quit or layoff for more than two (2) years, or to transfer from one division to another. In the event of a layoff, an employee so laid off shall be given two weeks notice of recall mailed to his/her last known address. Copies of said notice also shall be sent to the Union and Employer. In the event the employee fails to make himself/herself available for work at the end of said two (2) weeks, unless the reasons for not returning would be agreeable between the Employer and the Union, he/she shall lose all seniority rights under this Agreement.

ARTICLE 8 **HEALTH**

SECTION 1. The employer at any time may require a yearly medical examination if such appears advisable. The Employer shall pay for the cost of any such physical examination and will select a doctor of its choice for the examination.

SECTION 2. The cost of x-ray, if requested by the Employer shall be paid by the Employer.

ARTICLE 9 **SAFETY**

Under no circumstance will the employee be required or assigned to engage in any activity involving dangerous condition of work or danger to person or property or in violation of any applicable statute or court order or governmental regulation relating to safety of person or equipment.

Whenever possible, the Employer may provide substitutes for employees who are absent due to illness, vacation, ect.

ARTICLE 10 **DISCHARGE OR SUSPENSION**

The Employer shall not discharge nor suspend any employee without just cause, but in respect to discharge or suspension, shall give at least one warning notice of the complaint against such employee to the employee in writing. The warning notice as herein provided, shall not remain in effect for a period of more than two (2) years from date of said warning notice. Discharge must be by proper written notice to the employee and the Union affected. Any employee may request an investigation as to his/her discharge or suspension. Should such an investigation prove that an injustice has been done an employee, he/she shall be reinstated and compensated at his/her usual rate of pay while he/she has been out of work. Appeal of discharge or suspension must be taken within five (5) working days by written notice and a decision reached within thirty (30) days from the date of discharge or suspension.

SECTION 1. Personnel File: An Employee's Personnel File may be reviewed at the request of the Employee. The request will be submitted to the Superintendent who will arrange a convenient time. Administration shall be present when going through the file. The Steward or Business Agent may be present with the Employee when reviewing the file.

SECTION 2. COMPLAINTS: The proper adjustment of formal complaints against employees, the name(s) of the person(s) making the complaint shall be furnished to the employee involved, including the date, time and precisely what happened, all to be presented in writing and signed by the person making the complaint.

ARTICLE 11 **GRIEVANCE PROCEDURE**

It is mutually agreed that, except where in this Agreement it is otherwise stated to the contrary, all grievances, disputes or complaints between the employer and the Union, or any employee or employees, arising under and during the term of this Agreement, shall be settled in accordance with the procedure herein provided. Every effort shall be made to adjust controversies and disagreements in an amicable manner between the Employer and the Union.

Step 1. Should a dispute arise, a conference between the, employee, steward, and Superintendent will take place within five (5) working days of occurrence, or when employee was aware of alleged grievance.

Step 2. If a resolution is not reached in Step 1, the grievance shall be reduced to writing and submitted to the Superintendent within three (3) working days.

Step 3. The Superintendent will provide the Union Steward with a written response within five (5) working days.

Step 4. If a satisfactory resolution cannot be obtained, a copy of the grievance will be submitted to the Board of Education by the Union, within ten (10) working days. The Board of Education shall either settle the grievance or proceed to mediation. Mediation shall be the last step before filing for arbitration.

Step 5. Arbitration will be in accordance with the American Arbitration Association Rules and Regulations.

There shall be no appeal from any arbitrator's decision. Each such decision shall be final and binding on the Union, its members, the employee or employees involved and the Employer. The Arbitrator shall make a judgment based on the express terms of the agreement, and shall have no authority to add to or subtract from any terms of this Agreement. The expenses for the arbitration shall be shared equally between the Employer and the Union.

ARTICLE 12 **TEMPORARY EMPLOYEES**

SECTION 1. A temporary employee shall accrue no seniority. In the event a temporary employee is hired on a permanent basis, at the completion of a sixty (60) consecutive working day probation period, he or she shall be given a retroactive seniority date, computed by counting back from his her permanent hiring date the actual number of days worked as a temporary employee.

SECTION 2. The parties recognize that it is necessary to employ temporary workers at times; when this occurs, Union members, especially during school vacations, shall be the first called, providing they are able to perform this work.

ARTICLE 13
TRANSFERS

Any employee temporarily transferred to a higher rated position in an emergency such as sickness or personal leave, shall receive the higher rate of pay commencing on the first day; and if transferred to a lower rated position for the convenience of the Employer, shall receive his or her regular pay unless specified in Schedule "A".

ARTICLE 14
UNIFORMS

The Employer agrees that if any employee is required by the Employer to wear any kind of uniform as a condition of his or her continued employment, such uniform shall be furnished by the Employer, free of charge, at the standard required by the Employer.

ARTICLE 15
WORKERS' COMPENSATION

SECTION 1. The Employer shall provide Workers' Compensation protection for all employees.

SECTION 2. Any employee who is absent because of any injury or disease compensable under the Michigan Workers' Compensation Law shall be remunerated as prescribed under the Workers' Compensation Act with no deduction from sick leave. If a Workers' Compensation injury occurs, the employee shall not accumulate sick leave benefits while drawing Workers' Compensation.

ARTICLE 16
LEAVE OF ABSENCE, SICK LEAVE, EMERGENCY LEAVE, ETC.

SECTION 1. LEAVE OF ABSENCE:

A. Any regular employee, upon written request, may be granted a leave of absence without pay, not to exceed twelve (12) months from the time of issuance, if approved by the Employer, but seniority and/or benefits shall not accrue during the leave of absence.

B. Before an employ can take time off for an operation, he or she must provide a written statement from a registered physician stating that it is urgent and cannot wait until school is out; no statement is needed in an emergency. Failure to obtain this statement will result in the withholding of pay.

SECTION 2. FUNERAL LEAVE: Funeral leave shall be granted for the following reason: death in the immediate family. Immediate family shall be interpreted as follows: children, husband wife, mother, father, brother, sister, mother-in-law, father-in-law, grandparents, grandchildren, step-parents, step-children, son-in-law, daughter-in-law, or member of the employee's household. Funeral leave of five (5) days, with pay, per year, non-cumulative shall be granted, and an additional five (5) days shall be granted and deducted from sick leave.

SECTION 3. PERSONAL BUSINESS DAYS: All non-instructional employees shall receive four (4) personal business days per year and can accumulate up to eight (8) days. Requests for personal business days must be made to the superintendent at least forty-eight (48) hours before needed, unless due to an emergency.

A. **EMERGENCY LEAVE:** Up to three (3) days per year, non-cumulative shall be granted. Emergency leave due to illness shall be interpreted to mean hospitalization of an immediate family member who is gravely or seriously ill and requires the personal attention of a physician, or the visitation of a terminally ill relative when called. It shall not be considered appropriate to use emergency leave for routine appointments to a physician.

SECTION 4. ILLNESS OR DISABILITY: At the beginning of each school year, each employee shall be credited with a twelve (12) day sick leave allowance to be used for absences caused by illness or physical disability of the employee or immediate family members. The unused portion of such allowance shall accumulate with the following schedule: one hundred sixty (160) days accumulation for twelve (12) month employees; one hundred forty-four (144) days accumulation for ten (10) month employees; and one hundred thirty-six (136) days accumulation for nine (9) month employees.

At the beginning of each school year, each employee shall contribute one (1) day of the foregoing sick leave allowance to a common bank to be administered by the Union and Administration. Employees who have exhausted their accumulated personal sick leave allowance may withdraw up to one-half of the available balance as determined by the Union and Administration, from the common bank. The balance in the sick leave bank shall not exceed ninety (90) days. No contributions or deductions shall be made from the employee's sick leave allowance after the bank limit has been reached. Days paid back to the sick leave bank shall be paid back equally by all employees.

Any employee whose personal illness extends beyond the period compensated as described above, shall be granted a leave of absence without pay for a period not to exceed one (1) year, renewable at the discretion of the Board. Upon direct return from leave, said employee shall be assigned to the same position, if available, or a substantially equivalent position.

When the leave is foreseeable, the employee shall provide the Superintendent with (30) day's notice. If there is insufficient time to provide such notice because of unforeseeable events, the employee shall provide such notice as possible and practical, generally not later than the next business day after the employee realizes the need for the leave. Failure to follow the leave notice requirements above or as required for FMLA leave may result in delay of obtaining the leave. Employees will still be required to comply with the absence reporting procedures of the District.

The Employer reserves the right to require the employee to provide Medical Certification of the employee's need for the leave due to personal illness or injury, or for immediate family members.

Absences in excess of Paid Leave will automatically place an employee on unpaid leave.

Employees who meet the qualification of the "Family and Medical Leave Act (FMLA), leave may be designated by the employee and/or the Employer as FMLA leave. Employees are subject to follow all rules and regulations of FMLA and the policy of the District as adopted in regards to FMLA use within the guideline established by FMLA.

In recognition of services to the school district, a sum of fifty percent (50%) of the unused personal sick leave, to a maximum of one hundred twenty (120) days (Example: 50% of 120 days = 60 days), at the per diem rate of the retiring employee will be paid upon retirement provided:

1. The employee shall have been employed in this school district for at least twelve (12) consecutive years.
2. In the event of the death of an employee, fifty percent (50%) of the employee's accumulated sick leave shall be paid to the employee's *beneficiary*.

SECTION 5. COURT LEAVE: Any employee called to serve for jury duty or subpoenaed to testify in court, shall receive the difference between the employee's daily wage and any payment for each day he is engaged in such activity.

SECTION 6. ABSENCE: The full-time and part-time employees who are scheduled to work shall notify the Superintendent or his/her Business Manager of his/her inability to work for any reason. Notification shall be as soon as possible so that a substitute can be obtained. Obtaining a substitute shall be at the discretion of the District and the responsibility of the District.

ARTICLE 17
NON-DISCRIMINATION

The Bark River-Harris Area School District does not discriminate on the basis of race, color, national origin, sex, age or disability.

SCHEDULE "A"

This Schedule must of necessity be divided into eight (8) Divisions.

WAGE SCALE:

<u>Div. No.</u>	<u>Wage Rate Per Hr. Effective:</u> <u>July 1, 2012</u>
1. Cooks:	
Head Cook	\$15.08
Assistant Cook	\$14.78
2. Secretaries:	
High School Principal's	\$15.08
Elementary Principal's	\$15.08
3. Bus Drivers:	
Regular Runs	\$16.15
I.S.D. Runs-*Hourly rate for (3) hours, but on scheduled runs.	
4. Custodians	\$15.08
5. Teacher Aides	\$14.78

\$225.00 BONUS – This bonus will be paid out to each employee for all "Divisions" of Schedule A payable on July 6, 2012 to current BR-H ESP members.

New employees shall receive ninety percent (90) of the wage currently in effect in the classification to which they were hired for the first (1st) sixty (60) calendar days of employment, after which time they shall receive the rate of pay of the classification in which they work.

Union members who are working as substitutes in other divisions/classifications, in excess of their scheduled hours, shall receive ten (\$10.00) dollars per hour rate in Schedule A for temporary work.

Exception: Bus Drivers will receive current rate of pay that is in effect for that fiscal year.

ARTICLE 18
PUBLIC ACT COMPLIANCE

Emergency Manager Provision: "An emergency manager appointed under the local government and school district fiscal accountability act may reject, modify or terminate the collective bargaining agreement as provided within the local government and school district fiscal accountability act.

New employees will begin to receive full fringe benefits after a grace period of thirty (30) calendar days.

HOURS: The Superintendent will be responsible for setting up working hours for all employees. Union President shall receive a copy of each employees scheduled work hours for each school year.

EMPLOYMENT DEFINED: Division 4 – Shall be considered full-time employees. They shall work forty (40) hours per week and twelve (12) months per year. Hours for positions consisting of more than one classification will be considered on an individual basis.

Division 1 – Shall work (40) hours per week, nine (9) months per year, according to the school calendar; so long as breakfast is served.

Division 2 – The high school secretary and the elementary secretary shall work (40) hours per week, ten (10) months per year. Work shall commence three (3) weeks prior to the scheduled start of the school year and shall end two (2) weeks after the scheduled end of the school year.

Part-time employees will work less than thirty (30) hours per week as scheduled by the school. Benefits for part-time employees will be prorated based on hours worked.

The person who takes care of mail pickup and delivery to the Post Office shall be allowed fifteen (15) minutes in the afternoon each day.

INSURANCE:

Modified for PA 152 compliance.

(Option-1) (PAK-A; part-1) "Medical Benefit Plan" for employees electing health insurance:

The Board will limit its expenditures for employee "Medical Benefit Plans" to be in compliance with Public Act 152 of 2011, the (Publicly Funded Health Insurance Act)

The Board agrees to provide premium payments in accordance with Public Act 152 of 2011; Section 3, as described below for an employee "Medical Benefit Plan" for twelve (12) months provided the individual is employed full-time, employees less than full-time will be prorated accordingly.

Employees may select a "Medical Benefit Plan" from plans that qualify under Public Act 152 of 2011; Section 2, Subsection (e). The actual selected qualifying "Medical Benefit Plan" along with all other health related benefit supplemental plans and accounts whether part of the "Medical Benefit Plan" or the ("Non- Medical Benefit Plan-benefit options) will be determined during negotiations or by a "Letter of Agreement" annually.

The Board provided premium contributions for any employee's applicable "Medical Benefit Plan", (Single, Two-Person or Full Family), shall pay not more than, the actual annual premium amounts charged for the applicable plans or illustrative rates for those applicable plans, including any payments for reimbursements of co-pays, deductibles, or payments into health savings accounts, flexible spending accounts, or similar accounts used for health care costs for the period from 7/1/2012 to 6/30/2013.

Present "Medical Benefit Plan" (Pak-A part-1) for 2012-2013 Premium Coverage Year and Contract Year, July 1, 2012 through June 30, 2013 unless negotiated to a different "Medical Benefit Plan" provider or different levels of "Medical Benefit Plan" benefit options.

MESSA Choices: OV/UC/ER/-Copay: \$5/\$10/\$25; RX Drug-Copay: SaverRX; Deductible: In-\$500/\$1000, Out-\$1000/\$2000; Riders Included: Adult Immunizations.

or

MESSA ABC Plan 1; In Network Deductible \$1250/\$2500; RX Drug-Copay Saver Rx;

The Board in accordance with the above paragraphs shall provide premium contribution payments as described below toward an employee "Medical Benefit Plan".

Board Paid "Medical Benefit Plan" Annual Premiums - 2012-2013 Year:

Board Paid Annual Premium Payment for Full Time Employees:

Full Family Plan \$15,000.00 annually.

Two Person Plan \$11,000.00 annually.

Single Subscriber Plan \$5,500.00 annually.

The above Board paid "Medical Benefit Plan" annual premiums will be paid by monthly installment to the Health Care Provider.

Any portion of the actual applicable plans annual premium cost not covered by the Board paid "Medical Benefit Plan" (Pak-A, part-1) annual premiums shall be paid by the employee via payroll deduction. Employees must authorize the District the right to deduct the employee's portion of the applicable plans premium contribution via payroll deduction as a condition to be eligible for the "Medical Benefit Plan".

The employee paid applicable plan premium payments made via payroll deduction to cover the employee contribution shall be evenly spread over the existing pay-periods the employee has selected for their salary payments.

Employees will also pay all deductibles, co-pays, payments into health savings accounts and flexible spending accounts associated with the employee "Medical Benefit Plan" (Pak-A, part-1).

(PAK-A, part-2) (Non-Medical Benefit Plan- benefit options) and Monthly Premiums:

Present (PAK-A, part-2); (Non- Medical Benefit Plan-benefit options) for the 2012-2013 Contract Year, July 1, 2012 through June 30, 2013, unless the benefit options are negotiated to a different benefit plan provider or the plans benefit options are negotiated to different levels of benefit options.

MESSA Provided: (Non- Medical Benefit Plan-benefit options) Dental (Class 1-100%; Class 2-100%; Class 3-85%; Annual Max: \$2,000; Class 4: 85%; Lifetime Max: \$3,500; Riders: 2 Cleanings; Vision: VSP 3 Gold; Life Insurance: \$40,000; Rate/\$1000; AD&D Coverage \$40,000; Rate/\$1000; LTD Benefits: 60% Max \$5,000; Max Monthly Salary: \$8,333; 90 CDSW; Alcohol/Drug: Same as any other illness; Mental/Nervous: Same as any other illness; Soc. Sec. Offset: Family; Pre-Exist Cond: Waived; COLA: Yes; Rate/\$100; Covered Salary.

The Board agrees to provide (Non-Medical Benefit Plan-benefit options) (PAK-A part-2) as negotiated and listed above) and monthly premium payments from July 1, 2012 through June 30, 2013, as described below for twelve (12) months provided the individual is employed full-time, employees less than full-time will be prorated accordingly.

Board Paid Dental Premiums

Dental-Full Family Plan: \$ 100.0% of the July 1, 2012 premium per month.

Dental-Two Person Plan: \$ 100.0% of the July 1, 2012 premium per month.

Dental-Single Subscriber Plan: \$ 100.0% of the July 1, 2012 premium per month.

Board Paid Vision Premiums

Vision-Family Plan: \$ 100.0% of the July 1, 2012 premium per month.

Vision-Two Person Plan: \$ 100.0% of the July 1, 2012 premium per month.

Vision-Single Subscriber Plan: \$ 100.0% of the July 1, 2012 premium per month.

Board Paid Life Insurance Premiums

All Eligible Employees: \$ 100.0% of the July 1, 2012 premium per month.

Board Paid Life AD&D Coverage Premiums

All Eligible Employees: \$ 100.0% of the July 1, 2012 premium per month.

Board Paid LTD Benefit Premiums

All Eligible Employees: \$100.0% of the July 1, 2012 premium per month.

The above Board paid (Non-Medical Benefit Plan-benefit options) (Pak-A, part-2) premiums will be paid by monthly installment to the Health Care Provider.

Any portion of the actual applicable plans annual premium cost not covered by the Board paid (Non-Medical Benefit Plan-benefit options) monthly premiums shall be paid by the employee via payroll deduction. Employees must authorize the District the right to deduct the employee's portion of the applicable plans premium contribution via payroll deduction as a condition to be eligible for the (Non-Medical Benefit Plan-benefit options).

The employee paid applicable plan premium payments made via payroll deduction to cover the employee contribution shall be evenly spread over the existing pay-periods the employee has selected for their salary payments.

Employees will also pay all deductibles, co-pays, payments into health savings accounts and flexible spending accounts associated with the employee (Non-Medical Benefit Plan-benefit options) (PAK-A, part-2).

SECTION 2. PAK B

Employees not electing the "Medical Benefit Plan" shall receive the following benefit package:

Present (PAK-B); (Non-Medical Benefit Plan-benefit options) for the 2012-2013 Contract Year unless the benefit options are negotiated to a different benefit plan provider or the plans benefit options are negotiated to different levels of benefit options.

Messa Provided (PAK-B: Non-Medical Benefit Plan-benefit options): Dental (Class 1-100%; Class 2-100%; Class 3-85%; Annual Max: \$2,000; Class 4: 85%; Lifetime Max: \$3,500; Riders: 2 Cleanings; Vision: VSP 3 Gold; Life Insurance: \$40,000: Rate/\$1000; AD&D Coverage \$40,000: Rate/\$1000; LTD Benefits: 60% Max \$5,000; Max Monthly Salary: \$8,333; 90 CDSW; Alcohol/Drug: Same as any other illness; Mental/Nervous: Same as any other illness; Soc. Sec. Offset: Family; Pre-Exist Condition: Waived; COLA: Yes: Rate/\$100; Covered Salary.

The Board agrees to provide (PAK-B: Non-Medical Benefit Plan-benefit options) as negotiated and listed above) and monthly premium payments from July 1, 2012 through June 30, 2013, as described

below for twelve (12) months provided the individual is employed full-time, employees less than full-time will be prorated accordingly.

Board Paid Dental Premiums

Dental-Family Plan: \$ 80.0% of the July 1, 2012 premium per month.

Dental-Two Person Plan: \$ 80.0% of the July 1, 2012 premium per month.

Dental-Single Subscriber Plan: \$ 80.0% of the July 1, 2012 premium per month.

Board Paid Vision Premiums

Vision-Family Plan: \$ 80.0% of the July 1, 2012 premium per month.

Vision-Two Person Plan: \$ 80.0% of the July 1, 2012 premium per month.

Vision-Single Subscriber Plan: \$ 80.0% of the July 1, 2012 premium per month.

Board Paid Life Insurance Premiums

All Eligible Employees: \$ 80.0% of the July 1, 2012 premium per month.

Board Paid Life AD&D Coverage Premiums

All Eligible Employees: \$ 80.0% of the July 1, 2012 premium per month.

Board Paid LTD Benefit Premiums

All Eligible Employees: \$100.0% of the July 1, 2012 premium per month.

The above Board paid (Non-Medical Benefit Plan-benefit options) (PAK-B) premiums will be paid by monthly installment to the Health Care Provider.

Any portion of the actual applicable plans monthly premium cost not covered by the Board paid (PAK-B); (Non-Medical Benefit Plan-benefit options) monthly premiums shall be paid by the employee via payroll deduction. Employees must authorize the District the right to deduct the employee's portion of the applicable plans premium contribution via payroll deduction as a condition to be eligible for the (Non-Medical Benefit Plan-benefit options).

The employee paid applicable plan premium payments made via payroll deduction to cover the employee contribution shall be evenly spread over the existing pay-periods the employee has selected for their salary payments.

Employees will also pay all deductibles, co-pays, payments into health savings accounts and flexible spending accounts associated with the employee (PAK-B); (Non-Medical Benefit Plan-benefit options).

Qualifying employee premium contributions made for their "Medical Benefit Plan" and their (Non-Medical Benefit Plan-benefit options) premiums will be through the Section 125 Payroll Deduction Pla

SECTION 3. Employees not wishing health insurance shall receive an opt out payment of \$500.00 per months worked only. **Employees that are retired through the Michigan Public Schools Employees Retirement System are not entitled to receive the opt out payment.**

SECTION 4. Doctor and/or dental appointments may be scheduled during the employee's regular working hours provided the employee uses accrued sick leave for same.

HOLIDAYS: All employees shall be paid at their regular rates for the following:

Full-time (12 month) employees: New Years Eve Day, New Years Day, Good Friday, Memorial Day, July 4th, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve Day, and Christmas Day.

Part-time (10 months or less employees: New Years Eve Day, New Years Day, Good Friday, Memorial Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve Day and Christmas Day.

Any employee who is called in to work on any holiday shall receive a one (1) hour call-in guarantee.

VACATIONS: All employees who are in the employment of the Employer for a full calendar year shall be entitled to vacation with pay under the following schedule:

1 through 5 years	11 working days
6 through 10 years	14 working days
11 through 15 years	16 working days
16 years	17 working days
17 years	18 working days
18 years	19 working days
19 years	20 working days
20 years	20 working days

Note: Employee's shall also receive one (1) additional day, per year, for the years 21 through 25.

All employees who are in the employment of the employer for a full calendar year and hired on or after July 1, 2012, shall be entitled to vacation with pay under the following Schedule.

1 through 2 years	5 working days
3 through 5 years	8 working days
6 through 8 years	12 working days
9 through 10 years	14 working days
11 through 15 years	16 working days

16 years	17 working days
17 years	18 working days
18 years	19 working days
19 years	20 working days
20 years	20 working days

In the event an employee is unable to complete a full year of employment, vacation pay will be prorated. All vacations shall be taken at the discretion of the Superintendent and according to seniority. Employees who are eligible to receive "Vacation Leave" may roll over into the next "Leave Year" the equivalence of one week worth of leave time that the employee has earned and did not use in the preceding leave year which ends on June 30th. Any leave not taken by June 30th of any leave year that is over the allowed week worth of leave time the employee earned will be forfeited. Employees who are asked by the District to cancel requested leave or leave that they are using and are unable to schedule and use the canceled leave within the present leave year shall be able to roll the canceled leave into the next leave year.

If a holiday falls within an employee's vacation period, he shall be granted an additional day off in conjunction with his vacation period. If a holiday falls on a work day, employees shall not be required to work and shall receive their regular pay.

OVERTIME: All hours worked in excess of forty (40) per week shall be paid at time and one-half (1-1/2) the employee's rate of pay.

Divisions 1, 2, 3, 5, and 6 should have previous approval by the Superintendent to take time off.

IN SERVICE DAYS: Administration has the option to call into work or not call employees into work on in-service days.

If an employee is called into work, he/she will be paid for hours worked.

If an employee is called in and is not available to work there will be no pay.

If an employee is not required to work, he/she has the option to use sick or personal time for pay.

The employer will provide two (2) days of in-service each year to employees who are not called into work on in-service days scheduled for other Division employees. These in-service days will be held on days scheduled by the District and will cover topics selected by the District. If an employee is scheduled for these days and does not attend there will be no pay and there will be no option to use any paid leave in lieu of attendance.

Based on pay for snow and in-service pay. Amount of days a 9 month employee can be paid is up to 188 days.

Amount of days a 10 month employee can be paid is up to 215 days.

Amount of days a 12 month employee can be paid is up to 260 days.

SCHOOL DISMISSAL: If school is not in session due to health or building conditions that could be dangerous to one's health, there will be no work for all employees. If school is not in session due to blocked roads caused by snow and the conditions are not harmful or dangerous for employees to get to work, those employees whose positions are not related to direct supervision or feeding of children, shall attempt to report to work on their regular schedule, if they can do so safely.

(INCLEMENT WEATHER/ACT OF GOD) SCHOOL CANCELLATION: When School is cancelled due to inclement weather or any other act of God, employees may use up to five (5) days of employee's choice of paid time off for hours missed. Employees will be paid up to the equivalent of one day of pay for the hours missed on a scheduled workday due to an "Inclement Weather" or "Act of God Day" cancellation.

RETIREMENT: The employer shall pay in full its legally required retirement contribution for each employee to the Michigan Public School Employees' Retirement System.

JOB OPENINGS: All job openings shall be posted for one (1) week before being offered to the public. Department seniority first, then overall seniority, then outside, providing that the qualifications set up by the Employer are met. Any new employee on any job shall have a thirty (30) day probationary period of employment. All job openings will be posted in all departments. During any school break the District will see that the Union President shall be notified by U.S. mail and posted on the District's website of all vacancies.

LUNCH PERIOD: Employees shall have the "option" to designate "duty-free" lunch periods and if the employee so chooses, such "duty-free" period shall punch out, without pay and the employee's normal work day shall be extended for the same period of time as the "duty-free" period.

Employee's taking a "working lunch", don't punch out, with the understanding work is being done at these times or administration has the right to doc time or extend the employees work day.

LONGEVITY PAY: After completing five (5) full years of service as of the last day of the school year, each employee shall receive, annually, the following:

Effective 7-1-05

<u>Years of Service</u>	<u>Amount</u>
After 5 years	\$198.00
After 8 years	\$258.00
After 12 years	\$318.00
After 17 years	\$438.00
After 25 years	\$498.00

TRAVEL REIMBURSEMENT: Any work related travel will be reimbursed at the current IRS rate.

OTHER CONDITIONS OF EMPLOYMENT

AIDES: In case of inclement weather aides shall consult with the Principal concerning outside recess before allowing the students to exit or enter the school premises under supervision.

DIVISION 4 – BUS DRIVERS: The employees covered by this policy shall be all regular employed drivers employed by the Board of Education and shall not include any other classification of school employees.

Bus Drivers who are assessed fines for violations of law during their duties for the District will be personally responsible to pay all fines and fees levied for their actions. In cases where the District is also fined in conjunction with the employees actions, the employee will reimburse the District if the employees violation of law was solely the fault of the employee do to negligence of his/her duties or his/her disregard for rules and regulations and laws that the employee must follow during their duties for the District.

WAGES: All drivers shall be paid at the rate according to the wage scale on page 9, with a minimum of two (2) hours per run on regular and noon runs only. Drivers on the I.S.D. run shall receive the hourly rate for three (3) hours.

CARE OF BUS: Drivers shall spend thirty (30) minutes per day in addition to the regular driving time in checking gas, oil, tires, cleaning of the bus, mechanical failures and daily records and yearly maps. The thirty minutes per day may be averaged during the current work week. Example: A driver may spend only fifteen (15) minutes on a particular day in one week, but must add that fifteen (15) minutes to other days to total 2.5 hours per five (5) day working week. **If a driver does not complete their required inspections, the Superintendent has the right to dock the employee's time.**

EXTRA TRIPS: All extra trips must be offered to the regular drivers. **Extra trips shall only include the following events: football games, basketball games, golf, track meets, volleyball games and field trips.** A list of drivers who are willing to make extra trips shall be posted in the bus garage. Trips shall be divided as evenly as possible, but choice of trips shall be by seniority. The least senior regular driver must accept the extra trips if all drivers with more seniority refuse it. For tournament games or special events that take place outside of the U.P., the School may utilize other means of transportation after discussion with the bus drivers.

Bus drivers must be available for their regular run (if they take an extra trip) in order to be paid for their regular run.

All extra trips shall be paid by the regular hourly rate. Administration shall notify the driver about extra trips at least twenty-four (24) hours ahead whenever possible.

CHAPERONES: Chaperones shall be provided on all extra trips.

MEALS: An allowance of seven dollars (\$7.00) per meal may be paid to the driver(s) on trips outside the district, if he/she is called out before or during meal time (11:00 A.M. to 1:00 P.M. and 5:00 P.M. to 6:00 P.M.) upon the approval of the Superintendent. Receipts for the meal must be presented.

LENGTH OF EMPLOYMENT: A scheduled year of employment for a regular bus driver shall be the school calendar.

QUALIFICATIONS: The position shall be given to the individual with the best qualifications as to character, education and ability, with consideration being given to recommendations and physical fitness.

He or she must present a certificate of health, be at least 18 years of age, and hold a valid Michigan Chauffeur's license. The person must also know how to **supervise and control** children. Must abide by all State of Michigan qualifications.

BUS ASSIGNMENT AND ROUTES: Assignment of buses to their respective routes shall be the responsibility of the Superintendent. Daily routes shall be established by the Superintendent. Daily routes shall be established by the Superintendent and approved by the Board of Education, except in n emergency.

ABSENCE: The regular driver shall notify the Superintendent or his/her Business Manager, of his/her inability to drive for any reason. Notification shall be soon as possible so that a substitute can be obtained. Obtaining a substitute shall be the responsibility of the Driver or Supervisor.

BUS FAILURE: Drivers shall report to the mechanic all failures of the bus to perform in top condition. Safety is the driver's responsibility.

COMPLAINTS: The proper adjustment of complaints against drivers, the name(s) of the person(s) making the complaint shall be furnished to the Superintendent and the driver involved, including the date, time and precisely what happened, all to be presented in writing and signed by the person making the complaint.

LOADING AND SEATING: Supervision will be provided for students prior to loading.

It is the obligation of the driver to see that loading of students is acquired in a most orderly way.

The driver shall inform the students to keep back from the bus until it has come to a complete stop. Pushing or roughness are never to be allowed in or near a loading zone.

The driver shall supervise the seating of the students and when necessary, special seats may be assigned to maintain good order and discipline. When necessary, three (3) students may be seated in one seat.

DISCIPLINE: To maintain discipline on his/her bus means the bus driver is in control at all times. He/she shall not allow disorder of any kind. He/she shall never drop a student off along the route. He/she shall never man-handle a student, this is a definite loss of control. Before a discipline problem gets out of hand, the driver shall consult with the Principal or parents, or both, and if necessary the Superintendent.

DRUG TESTING: The parties agree to comply with the current law regarding drug and/or alcohol testing.

TERMINATION OF AGREEMENT

SECTION 1. This Agreement shall be in full force and effect from July 1, 2012, to and including June 30, 2013.

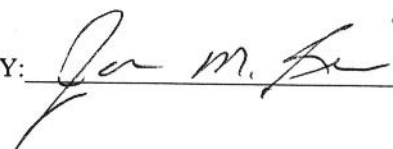
SECTION 2. If no such notice is given, the said Schedule "A" and the Agreement in its entirety shall continue on from year to year.

SECTION 3. In the event the parties cannot agree upon the requested revisions in Schedule "A", and Health Insurance, the Union shall have the right to any lawful recourse in support of its demands, notwithstanding any provision of this Contract to the contrary.

BARK RIVER-HARRIS SCHOOLS


BARK RIVER-HARRIS ESP/MEA

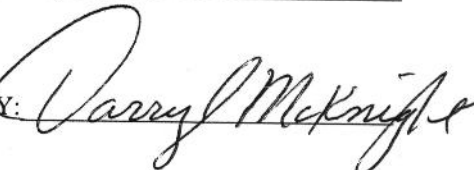
BY: 

BY: 

DATE: 6-13-12

DATE: 6-14-12

BY: 

BY: 

DATE: 6-13-12

DATE: 6/14/12