

*Between the Bay-Arenac ISD Board of
Education and Local 4580 of the American
Federation of Teachers*

AGREEMENT

2011-2013



AGREEMENT

This Agreement is entered into this 23rd day of June, 2011 by and between the Bay-Arenac ISD Board of Education of Bay and Arenac Counties, Bay City, Michigan, hereinafter called the "Employer", and Local 4580 of the American Federation of Teachers, Michigan hereinafter called the "Association."

ARTICLE I RECOGNITION

AGREEMENT BETWEEN THE ASSOCIATION AND THE BAY-ARENAC ISD BOARD OF EDUCATION

The Employer hereby recognizes the Association as the exclusive and sole bargaining representative, as defined in Section II of Act 379 Public Acts of 1965, for all Career Center professional personnel employed under a teaching contract, and during the term of this contract, hereinafter called "Employees."

ARTICLE II RIGHTS OF THE ASSOCIATION

The Association, on its own behalf, hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties and responsibilities conferred upon and invested in it by General School Laws of the State of Michigan, the Constitution of the State of Michigan and/or the United States.

Any individual instructor contract with a member of the Association will be made expressly subject to the terms of this agreement.

Upon obtaining the approval of the Superintendent or his/her designee in advance, the Association will have permission to use office facilities and equipment without charge when such equipment is not otherwise in use, and when such use is for Association business.

Any damage to equipment while being used will be paid for by the Association. Copies of the Agreement will be duplicated, at the expense of the District. It will be the responsibility of the Association to see that its members each receive a copy of the Agreement.

**ARTICLE III
MANAGEMENT RIGHTS CLAUSE**

- A. Except as expressly abridged by the provisions of this Agreement, it is agreed that all rights which ordinarily vest in and have been exercised by the District shall continue to vest exclusively in and be exercised exclusively by the District. Such rights shall include by way of illustration and not by way of limitation, the right to:
1. Manage and control its business, its equipment, and its operations.
 2. Continue its rights, policies, and practices of assignment and direction of its personnel and scheduling.
 3. Direct the working forces, including the right to hire, assign, promote, evaluate, discipline, transfer and determine the size of the work force.
 4. Determine the programs, curriculum, services, supplies, and equipment necessary to continue its operation, and to establish standards for their use and operation.
 5. Adopt reasonable rules and regulations pertaining to the operation and administration of the school system and to define the descriptions and requirements of all jobs.
 6. Determine the qualifications of employees, including the essential job functions of employees.
 7. Determine overall goals and objectives as well as all policies affecting the educational programs.
 8. Determine the number and location or relocation of its facilities, including the establishment or relocations of new schools, buildings, departments, divisions or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings, or other facilities.
 9. Determine the size of the management organization, its functions, authority, amount of supervision and table organization.
 10. Determine all financial policies, including all accounting procedures, and all matters pertaining to public relations.
 11. Determine class scheduling, as well as the duties and responsibilities of the teaching staff and other employees with respect to such scheduling.

- B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the District, 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.

The listing of specific management rights in this Agreement is not intended to be, nor shall it be restricting of or a waiver of any rights of management not listed and specifically surrendered herein, whether or not such rights have been exercised by the District in the past.

ARTICLE IV MEMBERSHIP FEES AND PAYROLL DEDUCTIONS

- 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 of the members of the Association, less any amounts not required by law. The bargaining unit member may authorize payroll deduction for such fee. In the event 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 under procedures provided below.
1. The procedure in all cases of non-payment of the service fee shall be as follows:
 - a. The Association shall notify the bargaining unit member of non-compliance by certified mail, return receipt requested. Said notice shall detail the non-compliance and shall provide ten (10) days for compliance, and shall further advise the recipient that a request for wage deduction may be filed with the Board in the event compliance is not effected.
 - b. If the bargaining unit member fails to remit the service fee or authorize deduction for same, the Association may request the Board to make such deduction pursuant to ¶A above.
 - c. The Board, upon receipt of request for involuntary deduction, shall provide the bargaining unit member with an opportunity for a due process hearing. This hearing shall address the question of whether or not the bargaining unit member has remitted the service fee to the Association or authorized payroll deduction of same.

- d. Payroll deductions made pursuant to the procedure outlined above shall be made in equal amount as nearly as may be from paychecks of the bargaining unit member so affected.
- B. Nothing in this article shall be interpreted or applied to require involuntary employee contributions to political action of the Association or its affiliates. Such deductions shall only be made with the affirmative written and voluntary consent of the employee, on file with the Board, in accordance with applicable statutory provisions.
- C. Pursuant to Chicago Teachers Union v Hudson, 106 S Ct 1066 (1986), the Association has established a policy regarding “Objections to Political-Ideological Expenditures Administrative Procedures”. That Policy, and the administrative procedures (including the timetable for payment) pursuant thereto, applies only to non-Association bargaining unit members
- D. The Association will certify at least annually to the District, fifteen (15) days prior to the date of the first payroll deduction for professional fees and at least fifteen (15) days prior to the date of the first payroll deduction for service fee to be deducted by the District, and that said service fee includes only those amounts permitted by this Agreement and by law.

The parties agree to cooperatively discuss and exchange information regarding the Association’s service fee collection and objection procedures. The Association agrees, upon request of the District, to provide the District for its review, a copy of the Association’s current “Policy and Administrative Procedures Regarding Objections to Political/Ideological Expenditures” together with a copy of all materials annually distributed by the Association and its affiliates to bargaining unit members who choose not to join the Association and/or object to the service fee.

The Association further agrees to certify to the District that the Association and its affiliates have complied with the above policies and administrative procedures prior to requesting enforcement of the service fee obligation contained in this Article.

- E. Further, the Association agrees to promptly notify the District in the event a Court order, an Order of an administrative agency, or arbitration award is rendered restricting the Association from implementing its agency fee objection policy or from charging or allocating any of the Association’s expenditures to bargaining unit members who choose not to join the Association.
- F. In the event that the Association fails to provide certification or information as called for in this Article above, the Employer shall have the right, upon one weeks notice to the Association local president, to discontinue all involuntary dues deductions for representation service benefit fees contained in this Article until such time as the Association has fully complied with the provisions of this Article.

- G. A bargaining unit member who, because of sincerely held religious beliefs or due to adherence to teaching in a bona fide religion, body or sect which has historically held conscientious objection to joining or supporting labor organizations shall not be required to join or maintain Association membership or otherwise financially support Association as a condition of employment. However, such bargaining unit member shall be required, in lieu of periodic dues, service fees, and/or initiation taxation, to pay sums equal to such amounts to a non-religious charitable fund exempt from taxation under Section 501(C)(3) of the Internal Revenue Code. Donation shall be made to one of three such charitable organizations as mutually designated by the District and the Association.
- H. The Association shall indemnify and save the District, the Board of Education, the individual members of the Board of Education, and individual administrators harmless against any and all claims, demands, suits, or other forms of liability which may arise out of or by reason of action taken or not taken by the District in reliance upon information furnished to the District by the Association in the course of enforcing this Section.
- I. Upon accepted written authorization, the Employer will make payroll deductions from each paycheck for Savings Bonds, Annuities, and other financial institutions of the employee's choice if the financial institution participates in the Automated Clearing House (ACH) system.

ARTICLE V INSURANCE

- A. The Employer shall make premium payments on behalf of the employee for group life insurance protection in the amount of \$20,000 with double indemnity rider to all full time employees. The employee will designate his/her beneficiary.
- B. The Board shall provide health care protection for the employee, employee's spouse, and children up to age 26 through the Bay-Arenac ISD Health Care Plan. Bargaining unit members who are eligible for health care and who enroll for health care protection will be enrolled in the Bay-Arenac ISD Health Plan, subject to the rules and policies of the third party administrator, carrier, underwriter and non-profit health care corporation.

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

The plan shall include a \$5,00 prescription co-pay for generic drugs, a \$20.00 co-pay for formulary drugs, and a \$40.00 co-pay for non-formulary drugs whether

dispensed at a retail pharmacy or mail order. The benefit will not include provisions for Dispensed as Written.

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

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

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

- D. During the term of this agreement, the Board's contribution toward bargaining unit member's health care shall not exceed \$16,800. Bargaining unit members shall contribute to the cost of the Bay-Arenac Health Plan in excess of \$16,800.
- E. The Board reserves the right to change the identity of the insurance carrier, policyholder, underwriter, or third party administrator for any or all of the coverage after discussions with the Association.

Employees not wishing to enroll in health care protection may apply ½ (one-half) of the premium of a single subscriber per month toward options available through the district's Section 125 Plan. Other options through the employers Section 125 Plan will be available to employees at their own expense.

F. DENTAL COVERAGE

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

Type I Preventive Services		
	Percentage	70%
	Annual Deductible Amount	\$-0-
	Incentive Plan Increments	10% *
	*10% each succeeding benefit year not to exceed 100%	
Type II	Restorative and Replacement	
	Percentage	70%
	Annual Deductible Amount	\$-0-
Type III	Orthodontia Services	

	Percentage	70%
	Lifetime Deductible Amount	\$-0-
Type I and II Services	Maximum Annual Benefit per Covered Member	\$1,000
Type III Services	Maximum Lifetime Benefit per Covered Member	\$1,500

G. VISION COVERAGE

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

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

H. LONG TERM DISABILITY COVERAGE

Effective July 1, 2006, premiums for long term disability coverage must be paid by the association member. After ratification of this agreement, employees may choose to buy the long term disability coverage through the ISD at the lower group rate, with the option of payroll deduction.

I. CONTINUATION OF COVERAGE

In the event that an employee, absent because of illness, injury or maternity leave of absence, has exhausted sick leave accrual, any insurance benefits provided by the Employer will continue throughout the balance of the contract year.

Employees who incur illness or injury necessitating a second year's leave, will be allowed to stay in all group insurance plans at their own expense, subject to the insurance carrier's permission.

J. Coverage will begin on the first day of work of the school year and continue through to the first school day of the next school year.

K. In the event an employee is dismissed for cause or resigns, the Board paid insurance premium contribution will terminate at the end of the month in which the employee is dismissed or resigns.

- L. In the event an employee dies, the employee's health benefits will continue for enrolled family members for a period of thirty (30) days or a pro-ration of the number of days worked in the school year, whichever is greater.
- M. In the event of layoff, an employee's life, hospitalization/medical insurance shall be continued at the Board's expense for a period of one (1) month from the end of the month in which the employee last worked. Hospital/medical benefits provided in this paragraph will be provided to the extent allowed by COBRA. Subject to the limitations of the insurance carrier, employees on layoff may pay the life, hospitalization/medical insurance premiums to the Board prior to the premium date. The Board shall make premium payments on behalf of the employee and eligible dependents upon the employee's return to work from layoff for enrollment in insurance plans or programs for which the employee may be eligible under the terms of the collective bargaining agreement. Enrollment or claim decisions are ultimately made by the insurance carrier.
- N. The Board shall make premium payments of behalf of the employee and his/her dependents toward health care coverage for July and August if the employee has been employed ten (10) months in the prior fiscal year. Where an employee has been employed by the district for less than 10 months in the prior fiscal year, the Board's premium contribution shall be prorated. Coverage will begin September 1, or at the date of employment.

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

- O. Where an employee covered by this Agreement and their spouse are both employed by the Board, the employee and/or their eligible dependents who are enrolled in any health or medical insurance coverage shall not be concurrently eligible for health plan premium contributions by the Board, as set forth in ¶B of this Article, but shall instead elect the optional benefits specified in ¶D of this Article.

ARTICLE VI PART TIME EMPLOYEES

A half-time employee who works a minimum of at least 15 hours per week and less than 40 hours per week is eligible to have half benefits of a full time employee (life insurance, hospitalization, dental, vision and long term disability) providing the employee is willing to pay the balance. The half time employee will receive half the benefits of a full time employee.

ARTICLE VII WORKING CONDITIONS

- A. The Employer will provide legal counsel and render assistance to an employee in his/her defense in any instance where the employee, while on the job, is complained against, assaulted or sued by reason of his/her actions, provided the employee's actions were not willfully negligent or malicious.

- B. The Employer and the Association recognizes the normal day for Career Center employees to be eight (8) hours. A ratio of at least three (3) minutes planning time to 16 minutes teaching time will be assured. This includes a duty free lunch period. It is recognized that as a part of their workday, each employee is expected to interact with prospective employers and placement personnel. The teaching day is 7:30 am – 3:30 PM, Monday – Thursday, and 7:30 a.m. – 3:00 PM on Friday or the last day of the week, i.e., Thanksgiving break, winter and spring break, and any other days when the week does not end on Friday.

Employees may be asked to extend their normal work day for special meetings, employer visitations, parent conferences, etc. One (1) Parent/Teacher conference night and/or one (1) Parent orientation night as part of the school calendar, bargaining unit members shall be granted ½ of a contractual day for each night scheduled. The administration shall schedule such days as a part of the bargaining unit members contractual year.

- C. A single shift may be a designated portion of each day or may be alternating normal days through-out the school year, in special program areas.

- D. An employee, who in addition to the normal day teaches an additional shift, will work an additional 3 hours and 25 minutes.

- E. Seniority is established for the Association member at the date of signing of the first teaching contract in the Bay-Arenac Career Center. The Employer will provide the Association with an up-to-date seniority list no later than October 1 of each school year.

- F. No employee will be required to make a shift change except on a temporary basis (temporary meaning not to exceed six weeks) unless the employee agrees to the change.

All teaching contracts will be issued no later than the first day of the school year.

See sample below of third session work agreement:

_____ has agreed to teach the third shift in _____ for the 20 ___-20___ school year. Your compensation for the third shift shall be \$ _____. The above amount represents the _____ salary schedule amount and will be readjusted at a later date.

It is agreed that final determination to run the class or to terminate the class shall be made no later than ten student days after the start of the school year. Determining factor for class continuance is an enrollment of a minimum of ten (10) students. In the event of class cancellations, teachers will be paid for days worked.

By _____ By _____
Superintendent, Bay-Arenac Signature of Employee

Date _____ Date _____

G. The Employer will provide adequate facilities and student class loads in keeping with the best educational practices possible.

H. PUBLIC ACT 56 (House Bill 4339 Effective June 22, 1987)
PA 56 amends Section 1233 of the School Code of 1976 to modify the provisions applicable to noncertified vocational education teachers. A local or intermediate school board may renew through June 30, 1995 the annual vocational authorization of a noncertified vocational education teacher who was employed by the district on June 1, 1987, even if a certified teacher is available for hire, if two conditions are met. First, the noncertified teacher must be annually and continually enrolled and completing credits in an approved teacher preparation program leading to vocational certification. Second, the noncertified teacher must have a planned program for attaining certification on file with his or her school district, the teacher preparation institution, and the Department of Education.

All vocational education teachers certified after June 1, 1995 must pass a competency test.

**ARTICLE VIII
VACANCIES AND PROMOTIONS**

A. Whenever a vacancy in a non-administrative position in the Bay-Arenac Career Center will occur, the Employer will publicize same by posting such a position. The notice will contain a job description and qualifications. Ten calendar days notice will be given before such vacancies will be filled. The administration will publish current vacant positions on the ISD Web Site, the ISD telephone system job line, and at sites where staff is assigned. If a vacancy occurs during the summer, the Association President will be notified of such vacancy by mail and employees notified through an enclosed list of

postings in payroll checks for those who receive said checks during the summer. A list of postings will also be sent to individuals not receiving checks during the summer.

- B. Employees, interested in such vacancies, will notify the Superintendent/Designee, in writing. In filling vacancies, the Employer will consider the experience attainments, competency, educational qualifications, length of service in the Bay-Arenac Career Center and other relevant factors of the candidates. If, in the judgment of the Employer all other factors are equal, the applicant with the longest period of continuous seniority with the Bay-Arenac Career Center will be given preference for such vacancy.
- C. Current employees with the longest seniority will be given first consideration regarding assignments and students served in the specialty area. The Employer reserves the right to make the final assignment.

ARTICLE IX REDUCTION OF PERSONNEL

- A. The Association will be informed, regarding financial matters as they may affect the program at the Bay-Arenac Career Center and their continued employment, as soon as possible.
- B. Reduction in staff shall be as follows:
 - 1. The least senior non-certified instructor in a specific position shall be laid off first.
 - 2. If further reductions are necessary, least senior probationary teacher shall be subject to layoff provided there is a qualified and/or certified tenure staff member to perform the duties of the position.
 - 3. If further reductions are necessary, certified tenure teachers shall be laid off based upon seniority provided a more senior tenure teacher is qualified and/or certified to perform the duties of the position.
 - 4. Recall shall be in inverse order of layoff provided that the most senior laid off employee is qualified and/or certified to perform the duties of the position.
 - 5. Any employee, who has been laid off due to reduction of personnel, will be the first to be re-hired when a vacancy occurs in any area for which the employee is qualified and/or certified. When the employee is re-hired, the employee's seniority will remain the same as if he/she had continued in the employ of the Career Center, and the employee will be placed on the next salary schedule step from the one he/she was on when employment was terminated. (John Doe laid off on Step Four for two years would have seven years seniority and be on salary Step Five.) If additional education, teaching experience or work in his or her specialty area, providing the experience meets State of Michigan vocational certification requirements, has been attained during this layoff, the employee will receive credit for it. As of December 20, 1993, if an employee is not recalled within three years, he/she shall be removed from the seniority list.

ARTICLE X
SICK LEAVE AND LEAVES OF ABSENCE

A. SICK LEAVE: Sick leave with pay shall be granted in case of illness to the employee as follows:

1. Twelve days per year accumulative to 115 days for employees with less than 25 years. Employees with 25 or more years of service may accrue up to 127 days.
2. Upon depletion of his/her sick leave an employee may apply to the Employer for additional sick leave.
3. When sick or injured, an employee is to notify the Bay-Arenac Career Center office as per instructions.
4. The Employer may require a doctor's statement substantiating the illness or injury.
5. In the case of serious illness or injury to the employee's spouse or son, daughter, or parent(s) to a maximum of six (6) days a year. The Superintendent or his/her designee may grant additional days if it seems appropriate.
6. The sick leave register will be available to designated representatives of the Association, and each employee will receive the status of his/her own sick leave at the beginning of each semester.
7. Maternity.

B. LEAVES OF ABSENCE: Leaves of absence with pay, not chargeable against sick leave allowance:

1. Up to three days leave will be granted in case of the death of employee's spouse, children, employee's parents, brothers or sisters, grandparents or grandchildren, brothers-in-law or sisters-in-law, spouse's parents, brothers or sisters, grandparents or grandchildren providing employee attends funeral. Funeral leave will be paid for normal working days only. Additional time may be granted at the discretion of the Superintendent or his/her designee.
2. Meetings, school visitations, in-service seminars and course work with the approval of the Superintendent or his/her designee.
3. Such time as necessary to take a selective service exam.
4. The Superintendent or his/her designee shall determine the justification

for leave with pay for any required appearance in a legal proceeding connected with the employee's employment.

5. Time off for conferences in the area of specialty shall be at the discretion of the Superintendent or his/her designee.
 6. The Employer grants 2 days per year non-accumulative for personal business days. A request for such days must be submitted to and approved by the administration 24 hours prior to the planned absence. No more than two (2) days can be taken consecutively. The days cannot be taken the work day before or the first work day after a holiday nor can they be taken the first workday or the last work day of the school year. Denial of personal day requests shall not be for reasons that are arbitrary and/or capricious.
 7. Absence when an employee is called for jury duty.
 8. Absence when an employee is called for voluntary military reserve or National Guard duty not to exceed 15 school days per year.
 9. Any employee who is off work for jury duty or voluntary military reserve or National Guard duty and receiving pay must sign over to the school district any money received for jury duty. The school district, in turn, will authorize a full day's wages for each day of jury duty.
 10. Leave of absence with pay, up to two days, may be granted to the Association President or his/her designee to conduct association business with additional days at the discretion of the Superintendent or his/her designee. Requests for leave must be in writing to the Principal at least 48 hours prior to the date of the leave. The building Principal will process the request and notify the Association President within 24 hours of his/her disposition.
- C. LEAVES OF ABSENCE WITHOUT PAY: Leaves of absence without pay, not to exceed one (1) year, will be granted upon application by the employee subject to the following guidelines and with the approval of the administration.
1. Continuing education
 2. Updating in specialty area

The Employer may grant leaves for any other purpose they deem necessary. Upon return from such leave, employees will be placed in their previous positions, placed in the same position on the salary schedule as they would have been had they taught in the district during such period; provided, however, that such employees notify the Employer of their intentions to return not less than ninety (90) calendar

days before the outset of the semester immediately following the activity for which the leave was granted.

Any employee who is on leave of absence under this article will be allowed to stay in all group insurance plans, at their own expense, subject to the insurance carrier's permission.

D. LEAVES OF ABSENCE WITHOUT PAY FOR UPDATING CERTIFICATION:

Any employee who is replaced due to certification and has served satisfactorily the two-year probationary period, will be placed on leave of absence for one year, provided that employee has met the educational requirements of the present and last previous contract. Upon return from such leave, the employee will be placed in their previous position, seniority permitting, placed in the same position on the salary schedule as they would have been had they taught in the district during such period; provided, however, that such employee notify the Employer of their intention to return with necessary certification not less than ninety (90) calendar days before the outset of the semester immediately following the leave. If the employee was unable to meet the necessary certification requirements in the one-year leave, and the job has not been filled by a fully certified person, the employee will return to the position with salary and seniority as per paragraph above. Any employee who is on leave of absence under this article will be allowed to stay in all group insurance plans, at their own expense, subject to the insurance carrier's permission.

E. MATERNITY AND ADOPTION LEAVES:

Maternity leave will be granted upon request. This leave may be taken as follows:

1. Accumulated sick days;
2. Leave of absence without pay up to ninety (90) school days to be taken within the school year;
3. Combination of 1 and 2.

Upon return from such leave, employees will be placed in their previous positions, placed in the same position on the salary schedule as they would have been had they taught in the district during such period; provided, however, that such employees notify the Employer of their intentions to return not less than ninety (90) calendar days before the outset of the semester immediately following the activity for which the leave was granted.

Leave of absence for the purpose of adopting a child will be granted without pay for up to 90 school days.

Upon return from such leave, employees will be placed in their previous positions,

placed in the same position on the salary schedule as they would have been had they taught in the district during such period; provided, however, that such employees notify the Employer of their intentions to return not less than ninety (90) calendar days before the outset of the semester immediately following the activity for which the leave was granted.

F. FAMILY MEDICAL LEAVE ACT (FMLA) LEAVES

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

- G. If an employee is absent due to illness or injury compensable under the Michigan Workers' Disability Compensation Act, he/she shall have the option to receive the difference between his/her regular daily wages and the amount received as workers' compensation benefits, with the differential to be deducted from the employee's accumulated sick leave. (For example, if workers' compensation pays 60%, sick leave will pay 40% of the employee's daily rate and the employee's sick leave accumulation shall be charged .4 of a day for each day so used). In order to exercise this option, the employee shall submit a signed request to that effect to the Board.

ARTICLE XI STAFF MEETINGS

The Administration will call all staff and in-service meetings when necessary. A 24 hour advance notice will be given whenever possible. All employees are to attend meetings when requested. Meetings shall be held within working hours if possible.

ARTICLE XII GRIEVANCE PROCEDURES

The primary purpose of this procedure is to secure, at the lowest level possible, equitable solutions to the problems of the parties to the dispute. If an individual teacher has a personal complaint, which he/she desires to discuss with the Director/Principal, Career/Technical Education he/she is free to do so without recourse to the grievance procedure. However, a claim by any teacher or the Association that there has been a

violation, misinterpretation or misapplication of any provision of this Agreement may be processed as a grievance as hereinafter provided.

Definitions

- A. A "grievance" is an alleged violation of the interpretation, application or meaning of express terms of this Agreement.
- B. A "grievant" is a bargaining unit member or group of bargaining unit members who have a complaint or grievance. The grievant, in presenting or in processing a grievance, may be accompanied by an Association representative, if so desired.
- C. All time limits in the Grievance Procedure shall refer to working days. The terms "working days" shall be defined as Monday through Friday during the school year (except Winter and Spring vacations) and to include days during Winter/Spring vacations and during the summer break period (when pupils are not in session) when the District's central administrative offices are open for business.

Grievances which are not initiated or appealed by the grievant or the Association within the time limits specified in this Grievance Procedure shall be considered withdrawn. If the District fails or neglects to answer a grievance within the time limits specified at the various steps of this Grievance Procedure, the grievance may then be processed to the next higher step in the procedure.

Time limits set forth in this Article may be extended by mutual written agreement of the parties.

Content of Written Grievances

All grievances presented or appealed under this Agreement:

- A. Shall be signed by the grievant(s).
- B. Shall contain the date when the alleged violation occurred.
- C. Shall contain a complete statement of the facts giving rise to the grievance and cite the section(s) of this Agreement alleged to have been violated.
- D. Shall specify the relief or remedy requested.

Grievance Procedure

Step 1: From the date of the alleged violation of the contract provisions, the grievant must within five (5) working days, discuss the alleged grievance with the Director/Principal, Career/Technical Education in an attempt to resolve the complaint. The Director/Principal shall give a verbal reply to the grievant within three (3) working days from the date the grievance is presented to him/her by the grievant.

Step 2: If the Director/Principal's verbal response is not satisfactory, within three (3) working days of the grievant's receipt of the verbal response, the grievant shall reduce the grievance to writing and present the written grievance (attachment "A") to the Director/Principal. The Director/Principal shall provide his/her written response to the grievant within five (5) working days of the receipt by him/her of the written grievance.

Step 3: The grievant shall within five (5) working days of the Director/Principal's Step 2 reply, provided such reply is unsatisfactory, appeal the grievance to the Superintendent (or his/her designee).

If the grievance is appealed to the Superintendent/Designee, he/she shall within ten (10) working days of the receipt of the grievance, hold a meeting with the grievant and designated Association representative(s) to hear the grievance. The Superintendent/Designee shall then render his/her written reply to the grievance within five (5) working days of the conclusion of this meeting.

Step 4: If not satisfied with the Superintendent's/Designee's reply to the grievance, the Association shall within ten (10) working days of the receipt of the reply, advise the Superintendent/Designee of its intent to appeal the grievance to the Board of Education.

The Board of Education shall place the matter on its agenda for the next regularly scheduled Board meeting, provided the grievance is received no later than ten (10) working days prior to the scheduled meeting date, and shall notify the grievant and the Association of the scheduled date.

The Board will respond in writing within ten (10) working days following the Board meeting where the grievance is heard and considered.

Step 5 Arbitration:

Only the Association shall have the right to process or appeal a grievance to Arbitration.

- A. In the event the Association is not satisfied with the disposition of the grievance at Level 4, or if no disposition has been rendered within the time lines for decision at Level 4, the Association may refer the grievance to arbitration by filing a Demand for Arbitration with the American Arbitration Association within ten (10) working days of the Level 4 disposition. A copy of such demand will be served to the Superintendent/Designee in the above referenced 10 working days.
- B. After arbitration has been demanded, the Board and the Association may mutually determine to submit the grievance to mediation through the Michigan Employment Relations Commission or another mutually acceptable forum for alternative dispute resolution. This procedure shall not replace arbitration unless mediation results in a settlement of the dispute, in which the Association will withdraw the demand for arbitration. In the event that the mediation does not result in settlement of the grievance, neither the Board nor the Federation will be allowed to introduce evidence, settlement offers or other occurrences from the mediation in any subsequent arbitration or other adversarial proceeding between them.
- C. Following written notice of the Association's request for submission to binding arbitration, the Association and a representative of the Board shall attempt to select an arbitrator.

If mutual agreement on the selection of an arbitrator cannot be reached within ten (10) working days after the date of the request for submission to arbitration, the Association shall file a demand for arbitration with the American Arbitration Association. This filing must be made with the American Arbitration Association within twenty (20) working days of the Association's original demand for arbitration, referenced above in Step 5A.

- D. Neither party may raise a new defense or ground during the arbitration proceeding which has not been previously disclosed to the other party. Any evidence not disclosed at the Board Level (Step 4) must be revealed, in writing, to the opposite party not later than ten (10) working days prior to the arbitration proceeding.

Powers of the Arbitrator

It shall be the function of the Arbitrator, and he/she shall be empowered, except as his/her powers are limited below, after due investigation, to make a decision in cases of alleged violation of the specific Articles and sections of this Agreement.

- A. He/she shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement. His/her authority shall be limited to deciding whether a specific Article or section of this Agreement has been violated and shall be subject to, in all cases, the rights, responsibilities, and authority of the parties under the Michigan Revised School Code or any other state or federal laws.
- B. He/she shall have no power to rule upon the termination of services of or failure to re-employ any probationary bargaining unit member.
- C. He/she shall have no power to change any practice, policy, or rule of the District nor to substitute his/her judgment for that of the District as to the reasonableness of any such practice, policy, rule, or any action taken by the District provided that the same are not in conflict with the express provisions of this Agreement.
- D. He/she shall have no power to decide claims for which there is another remedial procedure or forum established by law or by regulation having the force of law.
- E. He/she shall have no power to rule upon the content of an employee evaluation.
- F. In rendering decisions, an Arbitrator shall give due regard to the responsibility of management and shall so construe the Agreement that there will be no interference with such responsibilities except as they may be specifically conditioned by this Agreement.

The Arbitrator shall not usurp the functions of the District or the proper exercise of its judgment and discretion under law and this Agreement.

- G. In the event that a case is appealed to an Arbitrator on which he/she has no power to rule, it shall be referred back to the parties without decision or recommendation on its merits.
- H. The decision and award of the arbitrator will be in accordance with his/her jurisdiction and authority under this Agreement, and shall be accepted as final and binding by the District, the Union, and the employee or employees involved.
- I. Where no compensation and/or fringe benefit loss has been caused by the action of the District complained of, the District shall be under no obligation to make monetary adjustments and the Arbitrator shall have no power to order one.
- J. In no event shall the District be required to pay back wages more than thirty (30) days prior to the date a written grievance is filed.

1. All claims for back wages shall be limited to the amount of wages that the grievant would otherwise have earned or could have reasonably earned less any compensation that he/she may received from any source during the period of back pay.
 2. No decision in any case shall require retroactive wage adjustment in any other case.
- K. No more than one grievance may be considered by the Arbitrator at the same time except on express written mutual consent of the District and the Association.

Costs

The fees and expenses of the arbitrator shall be apportioned as follows:

- A. If the grievance is fully denied, the Union shall be responsible for the fees and expenses.
- B. If the grievance is fully granted, the Board shall be responsible for the fees and expenses.
- C. If the grievance is denied in part and granted in part, the arbitrator shall apportion the responsibility for the fees and expenses between the parties on a percentage basis according to the degree to which each party did not prevail in its position.
- D. Each party shall assume its own cost for representation including any expense of witnesses.

Miscellaneous

- A. The filing of a grievance shall in no way interfere with the right of the District to proceed in carrying out its management responsibilities, subject to final determination of the grievance.
- B. All preparation, filing, presentation or consideration of grievances up to the level of arbitration shall be held at times other than when a bargaining unit member(s) or a participating Association representative(s) are to be at their assigned duty stations.
- C. Notwithstanding the expiration of this Agreement, any claim or grievance arising during the term of this contract (as defined in the duration clause) and which is initiated prior to the expiration of this Agreement may be processed through the grievance procedure until resolution. It is understood by the parties that no grievance shall be filed or based upon any prior or previous agreement or upon an alleged grievance occurring prior to the effective date of this Agreement. Further, grievances filed after the expiration of this Agreement shall not be possessed under these grievance procedures unless otherwise specifically agreed in writing by both the Board and the Association.

- D. Nothing contained in this Agreement shall be construed as limiting the right of any bargaining unit member having a grievance to discuss it and to resolve it with the District, provided that the Association is given an opportunity to be present at the hearings or meetings of such grievance and that the final decision by the District is not inconsistent with the terms of this Agreement.
- E. It will be the practice of both parties to process grievance procedures during times which do not interfere with assigned duties, if possible.
- F. Upon written request and to the extent required by law, the parties shall make available to one another information necessary to assist in the processing of grievances under this Agreement.

**ARTICLE XIII
PROFESSIONAL PERSONNEL EVALUATION**

- A. Each employee will have the right, upon request, to review the contents of his/her own tenure file.
- B. All evaluation of the work of the employee will be conducted openly.
- C. A copy of the evaluation form and a statement as to how it will be used will be made available to each employee, prior to any evaluation. The following statement will be attached to the employee's evaluation for their signature:

It is understood that my signature attests to the fact that I have seen this document and not necessarily that I agree with its contents.
- D. If the employee wishes to have a statement placed in his/her file after the evaluation the same wording will also apply.
- E. Employees will not be reprimanded nor teaching techniques questioned in front of students.
- F. All evaluation of employees will be done by Administration or persons approved by both the Board of Education and the Association.

**ARTICLE XIV
PROFESSIONAL COMPENSATION**

- A. The basic salaries of employees covered by this Agreement are set forth in Appendix A, which is attached to and incorporated in this Agreement. Such salary schedule shall remain in effect during the designated period.
For the duration of the agreement, all bargaining unit members steps shall be frozen at the current step reported on June 30, 2011. The aggregate cost for step increases shall be divided by the total number of active district employees reported on July 1, 2011, and distributed to employees as an on-schedule, hard-dollar payment. On June 30, 2012, a 2nd calculation of the aggregate cost of step increases will be divided by the total number of active district employees reported on July 1, 2012, and distributed in the same manner. No step increases shall be granted during the life of the agreement. Annual payments shall be distributed in the last payroll in June.

For those teachers who are eligible through provisions of the Tenure Act, §380.1249 of the Revised School Code, and who have achieved a satisfactory evaluation in their annual evaluation, shall receive merit pay in the amount of \$200 in the final payroll in June. Criteria for such evaluation shall comply with Michigan statute.

- B. Employees who drive their personal automobiles in the course of their work shall be paid at the maximum current rate established by the Employer, for approved mileage as shown on a mileage report.
- C. Any reimbursement for instructional responsibilities beyond the regular school day will be a daily hourly rate derived by dividing the regular annual salary by 1295.
- D. Each bargaining unit member is required to hold and is responsible for maintaining all certificates, endorsements, and approvals required by law, by the Michigan Department of Education, and by the Employer to serve in the position assigned. It is the bargaining unit member's responsibility to file such certificates, endorsements, or approvals with the Employer. The certification status of a teacher on file with the Employer shall be considered conclusive for all purposes under this agreement. The bargaining unit member shall provide written notice to the Employer and to the Association of any change to his/her certificates, endorsements, or approvals after the original filing of same with the Employer.
- E. After July 1st, 2001, the Superintendent or his/her Designee shall at his/her discretion place new employees on the salary schedule.
- F. At the time an employee earns a degree or earns sufficient semester hours to move from one salary schedule to another and notice to that effect from the college or university is received, credit on the salary schedule will be granted from the first day of each of the two semesters at the Bay-Arenac Career Center. (For example: A

teacher acquired his/her degree on December 1, 1981, and the Career Center Administration is notified, the teacher would be placed on the proper step of the salary schedule on the first day of the second semester and there is no retroactivity to December 1, 1981.)

- G. During the 2002-2003 school year, eligible bargaining unit members who begin their 15th year of employment with the District shall receive a continual improvement payment of \$500. Upon their 20th year, they shall receive a continual improvement payment of \$1000, and upon their 25th year shall receive a payment of \$1500.

During the 2003-2004 school year, eligible bargaining unit members who begin their 15th year of employment with the District shall receive a continual improvement payment of 1% of their base salary. Upon their 20th year, they shall receive a continual improvement payment of 2% of their base salary, and upon their 25th year shall receive a payment of 3% of their base salary.

1. When continual improvement pay begins at other than the beginning of the school year, it will be prorated to the number of work-days remaining in the school year.
2. Leaves of absence which count toward years of service include a combination of paid and unpaid personal illness-disability leave, including maternity/adoption to a maximum of one year.
3. Part-time employment of 20 or more hours each week for at least one semester shall count as a percentage of the service increments.

- H. The purpose of the continual improvement payment is to encourage professional growth for bargaining unit members who have reached the maximum step on the salary schedule.

1. To be eligible for the continual improvement payment described in ¶G above, the bargaining unit member must satisfactorily complete one of three options in four of five years preceding the 15th year, 20th year, and the 25th year.
 - a. Host a Regional/State Student Club competition in the instructor's assigned CTE program area.
 - b. Attend a State wide professional workshop or conference. Develop a written summary of how the knowledge gained at the conference will be integrated into the instructor's assigned CTE area and add value to student learning.
 - c. Develop a written individual continual improvement plan with the approval of the administration directed toward student success for the instructor's assigned CTE area.

2. Should a bargaining unit member qualify for receipt of the payment under the provisions of ¶H (1), and thereafter fails to satisfy the requirements, he/she shall no longer be eligible for the continual improvement payment and shall not be eligible for the enhanced payment at the next anniversary until provisions of ¶H (1), have been met.

ARTICLE XV CALENDAR

Employees under a teaching contract will serve no more than 185 days. In the event that the calendar is adjusted, the parties will meet per Article XXII, Letter C.

When the calendar has been established by the operating district, after consultation with the constituent districts, it will be given to the Association.

One of the first two (2) in-service days will be used by the employees to prepare for the opening of school at the Bay-Arenac Career Center. Remaining in-service days may be used to include professional development, visits to other schools, colleges, places of business or compute grades as approved by the Administration. Efforts will be made to involve the employees in planning inservice days.

ARTICLE XVI CLOSING OF SCHOOL

When the Superintendent or his/her designee deems it necessary to close the school to students, due to inclement weather, the employees will make every reasonable effort to be present.

ARTICLE XVII EMPLOYEES' TRAVEL POLICY

Employees will be permitted to attend special skills building trade schools, seminars, etc., within the following guidelines.

The Bay-Arenac ISD will reimburse employees' actual expenditures for registration fees. The Board will also reimburse employees per district policy, expenses for lodging, meals and mileage. Expenses beyond IRS rates must be approved by the administration prior to attendance.

Travel expense forms with receipts for meals, lodging and any other expenses must be turned in to the Bay-Arenac Career Center office for reimbursement.

**ARTICLE XVIII
NEGOTIATION PROCEDURES**

- A. During the month of March of the year the contract expires, the parties will initiate negotiation for the purpose of entering into an Agreement for the ensuing period.
- B. Should the negotiating teams arrive at a mutually acceptable Agreement, then the Agreement will be subject to ratification by the Employer and the Association.
- C. Neither party in any negotiation will have any control over the selection of the negotiating or bargaining representatives of the other party. Both parties agree to submit the final agreement for ratification to their appropriate governing bodies on the earliest convenient date. After ratification by both parties, their representatives will attach their signature to the ratified Agreement, as soon as possible.
- D. If the negotiations have reached an impasse, the procedure described in Act 379 of the Michigan Public Acts of 1965 will be followed.
- E. Despite reference herein to the Employer and the Association as such, each reserves the right to act hereunder by committee or individual member of designated representative.
- F. There will be at least two signed copies for purposes of record. One retained by the Employer, and one by the Association.

**ARTICLE XIX
TERMINATION PAY**

Upon retirement under Michigan Public School Employees Retirement System, or termination of employment, except for disciplinary reasons, an employee with one (1) to ten (10) years of employment with Bay-Arenac Career Center will receive \$10 per day for all unused sick days; employees with eleven (11) to fifteen (15) years of employment with Bay-Arenac Career Center will receive \$20 per day for all unused sick days and an employee with sixteen (16) to twenty-five (25) years of employment with Bay-Arenac Career Center will receive forty dollars (\$40) per day for up to a maximum of 115 days. An employee with twenty-five (25) or more years with Bay-Arenac Career Center will receive forty-five dollars (\$45) for a maximum of 127 days.

**ARTICLE XX
MISCELLANEOUS**

- A. The Board and the Association agree that student clubs are an integral part of the student experience in career and technical education. Student clubs

are co-curricular activities where students and staff focus on application of skills taught, as well as interpersonal growth that prepares students for the future. To this end, the Board will provide funds sufficient to support student club activities, and during the normal instruction day, teachers will provide support through curriculum, guidance, and involvement to assure student success.

- B. Repair or maintenance of machines, apparatus and equipment beyond that of a minor nature, will not be the responsibility of the employee within whose assignment the apparatus is used. The Employer agrees to maintain such apparatus in a usable condition.

ARTICLE XXI CONDITIONS OF AGREEMENT

- A. There are no understandings or agreement or past practices which are binding on either the Employer or the Association other than the written agreements contained in this contract. No further agreements shall be binding on either the Employer or the Association until the same have been put in writing and signed by both the Employer and the Association either as an amendment to this Agreement or as a letter of agreement approved and executed by both parties. It is the intent of the Employer and the Association that the provisions of this Agreement supersede all prior agreements and understandings, oral or written, expressed or implied, between the parties and shall govern their entire relationship and shall be the source of any and all rights and claims which may be asserted under this Agreement.
- B. During the term of this Agreement neither the Employer or the Association will be required to negotiate with respect to any matter referred to or covered by this Agreement and also with respect to any subject matter which was negotiated or raised in the bargaining leading to the formation of this Agreement but upon which no agreement was reached when the parties ratified and signed this Agreement.

ARTICLE XXII DURATION OF AGREEMENT

- A. This agreement shall be effective as of the date of approval by both parties, and shall expire on June 30, 2013. This agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.
- B. This contract may be opened at anytime, but only by mutual written agreement.

- C. The Bay-Arenac ISD Board of Education and the Association recognize that Vocational/Technical Education nationally and within the state is undergoing changes in delivery system, course offerings and curriculum.

In this time of change it is mutually beneficial to both parties to meet and discuss possible changes and alternatives in programming at the Career Center before such changes occur. Staff input and suggestions which could help this process will be considered.

ARTICLE XXIII PROFESSIONAL DEVELOPMENT

- A. The Board and the Association recognize the importance of skill and knowledge growth to employees' performance and effectiveness. During this Agreement, the Board will provide professional development funds in the amount of eight thousand four hundred dollars (\$8400.00) each school year, divided equally among employees to be utilized for the following:

1. Education course work from an accredited educational institution, relevant to their current position to a maximum of the amount determined in ¶ A, above. Course work must be approved by the Superintendent/Designee in advance of enrollment if reimbursement is requested. Individuals who have had the degree or certification program approved need not have individual classes approved. The employee will be reimbursed upon receipt of successful completion of the course with a grade report indicating a grade of "B" or better.
2. A salary stipend of not more than seventy-five dollars (\$75.00) per day to a maximum of the amount determined in ¶ A, above for attendance at service schools and seminars held on non-work days. All service schools and seminars must be pre-approved, must be directly related to the employee's specialty area, and must serve to upgrade the employee's teaching skills. The stipend will be paid in the next pay period after submission of a time sheet reflecting the number of hours/days attended.

- B. Should professional development funds not be expended in the fiscal school year, the remainder shall be added to professional development funds in the following school year, and be identified as "Additional Tuition Reimbursement Funds", and utilized by employees per ¶ 1, above. Funds identified for this purpose are in addition to the benefit described in ¶ 1, above, and shall be distributed as follows:

1. On a first come-first served basis until the additional tuition reimbursement funds are exhausted. The total amount per employee, for each additional course taken

shall not exceed the amount allocated in the school year as described in ¶ A, above.

- C. During the life of the agreement, the total funds available for professional development and additional tuition reimbursement ¶B, shall not exceed fourteen thousand dollars (\$14,000.00) in any school year.
- D. By June 1st of each year of the Agreement, the Superintendent/Designee shall communicate the status of professional development funds to the Association.

Agreement

2011-2013

LOCAL 4580 OF THE AMERICAN FEDERATION OF TEACHERS

BAY-ARENAC ISD BOARD OF EDUCATION

**APPENDIX A
SALARIES**

**BAY-ARENAC ISD CAREER CENTER
PROFESSIONAL STAFF
2011-2013 SALARY SCHEDULE**

Step	ND	ND+60	BA	BA+15	MA	MA+15
1	38,660	38,942	39,224	41,280	43,335	44,420
2	41,120	41,402	41,685	43,822	45,959	47,107
3	43,543	43,826	44,109	46,340	48,568	49,783
4	45,939	46,222	46,504	48,843	51,182	52,462
5	48,320	48,602	48,886	51,329	53,772	55,117
6	51,050	51,333	51,615	54,182	56,748	58,167
7	53,421	53,703	53,986	56,640	59,294	60,776
8	55,858	56,140	56,422	59,174	61,926	63,474
9	58,286	58,568	58,850	61,701	64,550	66,164
10	60,655	60,938	61,220	64,178	67,135	68,814
11	62,059	62,342	62,625	65,792	68,956	70,681
12	63,557	63,840	64,122	67,540	70,957	72,730
13	65,032	65,314	65,596	69,091	72,587	74,401

Agreement

2011-2013

LOCAL 4580 OF THE AMERICAN FEDERATION OF TEACHERS

Leonard D. Quirk

Larry Bowker

Kathleen M. Nanda

Cathy LaFond

BAY-ARENAC ISD BOARD OF EDUCATION

William A. ...

[Signature]

Henry D. Page

David A. Love

William Koubowski

Gregory J. Attember

Justin N. Huber