

MASTER AGREEMENT

BETWEEN THE

BRANCH INTERMEDIATE SCHOOL DISTRICT
BOARD OF EDUCATION

AND THE

BRANCH INTERMEDIATE ORGANIZATION, INC.

FOR

CERTIFIED EMPLOYEES

2010 - 2014

PREFACE

This Agreement is made and entered into this 20th day of April 2011, by and between the Board of Education of the Branch Intermediate School District (hereinafter referred to as the Board), an intermediate school district operating under the provisions of Article I, Part 7 of the Revised School Code, and Branch Intermediate Organization, Incorporated, (hereinafter referred to as BIO), a voluntary, incorporated organization.

Pursuant to the requirements of the Public Employment Relations Act, the Board and BIO hereafter set forth their agreement with respect to rates of pay, wages, hours, and other terms and conditions of employment of all individuals included in the bargaining unit for the entire term of this Agreement.

All references in this Agreement to Bargaining Unit Members shall be in the male gender for grammatical purposes only and shall refer to all Bargaining Unit Members regardless of sex. Branch Intermediate School District shall also be referred to as Branch ISD or BISD throughout this Agreement.

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ARTICLE I
RECOGNITION

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4 A. The Board hereby recognizes BIO as the exclusive bargaining representative for all full-time and
5 part-time, ongoing program-employed, state-approved, certified personnel under annual contract,
6 including:

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8 teachers, consultants, counselors, program managers, non-administrative coordinators,
9 school psychologists, speech therapists, social workers, media specialists, Bachelor or
10 degree registered therapists, Bachelor or degree registered nurses, BA or MA registered
11 physical therapists (with 2½% pay differential);
12

13 but excluding all executive, supervisory, administrative secretarial, confidential, non-certified,
14 temporary (working more than day-to-day for a specified job or predetermined time span), per diem
15 substitute (working for a regular employee who is absent), restricted fund program personnel (such
16 as Head Start), persons employed to serve several intermediate school districts, and all others not
17 listed above.
18

19 B. The BIO President shall be provided a list of all BISD personnel by position and assignment so
20 excluded from the Master Agreement at the beginning of each school year (October 1). BIO shall
21 have until November 1 to challenge the accuracy of this list. Specific named employees excluded
22 from the bargaining unit may be referred to the Joint Committee.
23

ARTICLE II
BIO RIGHTS AND RESPONSIBILITIES

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28 A. BUILDING USE

29
30 BIO may use meeting room facilities with prior written administrative approval for the purpose of
31 holding meetings of BIO, or conducting BIO business. In the absence of a custodial person, BIO is
32 responsible for making sure that the building is left locked, clean, and in its original condition.
33

34 B. INFORMATION

35
36 BIO, upon request, shall receive one copy of public information when available to the Board, in the
37 form in which it is kept, concerning the approved financial resources of the district, approved
38 budgetary requirements, and appropriations.
39

40 C. USE OF INTRA-DISTRICT BULLETIN BOARDS

41
42 BIO will be permitted to use intra-district mailboxes, and designated bulletin boards for BIO business.
43

44 D. BIO BUSINESS

45
46 All BIO business shall be conducted outside of designated working hours. (Officers of the Executive
47 Board and Negotiating Team may depart from the aforementioned provision for a specific purpose
48 and specified time with prior administrative approval.)
49

50
51 ARTICLE III
52 BOARD RIGHTS AND RESPONSIBILITIES
53

54 A. The Board, on its own behalf, and on behalf of the electors of the district, hereby retains and
55 reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities, and the
56 exercise thereof conferred upon and vested in it by the laws and the Constitution of the State of

- 1 Michigan and of the United States. Such rights shall include, subject to the express terms and
2 conditions in this contract by way of illustration, and not by way of limitation, the right to:
3
4 (1) Administer and control the district's facilities and equipment, and direct the operation and
5 personnel of the district.
6
7 (2) Make assignments, direct the work of all of its personnel, and determine the hours of
8 service, and starting and ending times.
9
10 (3) Establish, or modify, any conditions of employment except those covered by the provisions
11 of this Master Agreement.
12
13 (4) Determine and provide the services, equipment and supplies necessary to continue its
14 operation.
15
16 (5) Adopt rules and regulations necessary for operations of the district.
17
18 (6) Determine and specify the qualifications of all employees (Bargaining Unit Members),
19 including physical and mental conditions and fitness.
20
21 (7) Determine the number and location or relocation of all facilities.
22
23 (8) Determine the financial policies, including all accounting procedures necessary to operate
24 the district.
25
26 (9) Determine the policies pertaining to public relations of the district and its programs.
27
28 (10) Determine the administrative structure, its functions, authority, and the amount of
29 supervision.
30
31 (11) Determine the criteria for the selection, evaluation, and/or training of its employees
32 (Bargaining Unit Members).
33
34 (12) Determine and make policy on any other BIRD matters not specifically mentioned in this
35 Agreement.
36
37 B. Nothing contained herein shall be considered to deny or restrict the Board of its rights,
38 responsibilities, and authority under the Michigan Revised School Code or any other national, state,
39 district, or local laws or regulations as they pertain to education.
40

41
42 ARTICLE IV
43 BIRD DUES AND PAYROLL DEDUCTIONS
44

- 45 A. A Bargaining Unit Member who is a member of BIRD shall sign and deliver to the Board an
46 assignment authorizing deduction of membership dues to BIRD. Such authorization shall continue in
47 effect from year-to-year, unless revoked in writing between June 30 and September 30 of any year.
48 Such dues shall be deducted from the first (1st) regular salary check in November. For Bargaining
49 Unit Members hired after the BIRD dues deduction in November, dues shall be deducted from the first
50 (1st) regular salary check in June. BIRD shall furnish to the Board a list of current unit members and
51 statement of dues amount for deduction.
52
53 B. Any employee who is not a member of BIRD, or does not make application for membership in BIRD
54 within thirty (30) calendar days from the first date worked, shall pay a service fee to BIRD in an
55 amount equivalent to the amount of dues uniformly required of the members of BIRD, less any
56 amounts not permitted by law.

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- (1) Nothing in this Article shall be interpreted or applied to require BISD to implement payroll deduction of employee contributions to political action or other similar funds of BIO or its affiliates.
- (2) Pursuant to Chicago Teachers Union v Hudson, 106 S Ct 1066 (1986), BIO 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-BIO Bargaining Unit Members. The remedies set forth in that Policy shall be exclusive, and unless and until such procedures (including any administrative or judicial review thereof) shall have been availed of and exhausted, no dispute, claim or complaint by such objecting Bargaining Unit Member concerning the application and interpretation of this Article shall be subject to the grievance procedure set forth in this Agreement.
- (3) Further, BIO agrees to promptly notify the District in the event a Court order, an Order of an administrative agency, or arbitration award is rendered restricting BIO from implementing its agency fee objection policy or from charging or allocating any of BIO's expenditures to Bargaining Unit Members who choose not to join BIO. In the event of the entry of such an Order or arbitration award, the District shall have the right to immediately suspend involuntary wage deduction under this Article and shall promptly give notice of any such decision to BIO.

C. A Bargaining Unit Member who, because of sincerely held religious beliefs or due to adherence to teachings of 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 BIO membership or otherwise financially support BIO as a condition of employment. However, such Bargaining Unit Member shall be required, in lieu of periodic dues, service fees and/or initiation fees, 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. Such donation shall be made to one of three such charitable organizations as mutually designated by the District and BIO.

D. In the event an employee fails or refuses to authorize payroll withholding for dues or service fee, the Board shall, upon receipt of a written demand from BIO, deduct the service fee from the Bargaining Unit Member's wages and remit same to BIO under the procedures provided below:

- (1) BIO shall notify the Bargaining Unit member of non-compliance by certified mail, return receipt requested. Said notice shall inform of the non-compliance, and shall further advise that a demand for payroll withholding will be filed with the Board in the event the employee fails or refuses to voluntarily authorize withholding.
- (2) In the event the Bargaining Unit Member fails to remit the dues or service fee or authorize withholding for same, BIO shall request that the Board withhold pursuant to paragraph D above.
- (3) Upon receipt of BIO's request for involuntary withholding, the Board shall provide the Bargaining Unit Member with an opportunity for a due process hearing. The hearing shall address the question of whether the Bargaining Unit Member has remitted the dues or service fee to BIO or authorized payroll deduction of same. Additionally, the Bargaining Unit Member may request that the Board of Education withhold or suspend involuntary wage withholding due to the member's asserted legal challenge to BIO's internal procedures by which Bargaining Unit Members may protest the calculation of the agency shop/service fee. In the event the member does not initiate litigation or a proceeding before the Michigan Employment Relations Commission within thirty (30) days of the hearing, the Board shall withhold pursuant to paragraph C above.

1 E. The Board agrees to remit, by December 1, to BIO, all sums deducted by the Board pursuant to
2 authorization of the employees, whether for membership or service fee, accompanied by an
3 alphabetical list of employees for whom such deduction has been made.
4

5
6 ARTICLE V
7 HOLD HARMLESS
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9 BIO agrees to indemnify and save the Board, its agents and each individual Board member, harmless
10 against any, and all claims, demands, costs, suits, or other forms of liability, including back pay and all court
11 costs of administrative agency costs that may arise out of, or by reason of, action taken by the Board, or its
12 agents for the purpose of complying with this agreement and/or agreements made with BIO in this
13 agreement. BIO also agrees that it will not assert that the defense or indemnity provisions of this article are
14 either unenforceable or void.
15

16
17 ARTICLE VI
18 ASSIGNMENTS AND TRANSFERS
19

20 A. All Bargaining Unit Members must possess qualifications for their assignment, as described within
21 administratively established job descriptions. Initial assignments shall be determined by the
22 administration, and shall remain in effect until notice of:
23

- 24 (1) Emergency Assignment,
- 25
- 26 (2) Temporary Assignment, or
- 27
- 28 (3) Permanent Transfer,
- 29

30 has been given, in accordance with the provisions of this Article.
31

32 B. In order to prevent disruption of the district operations, Bargaining Unit Members may be involuntarily
33 assigned outside of the regular assignment. The administration shall notify affected Bargaining Unit
34 Members (and BIO, at J-Committee Meetings), in writing, of the reasons at the time of such
35 assignments or transfers.
36

37 Emergency Assignments shall not exceed five (5) working days.
38

39 Temporary Assignments shall be made for an initial period, not to exceed ninety (90) working days,
40 but can be extended for an additional ninety (90) working days by administration, total time not to
41 exceed the end of the school year, providing reasons, in writing, each time.
42

43 Permanent Transfers, which are a reassignment of the bargaining unit member to another position
44 when the reassignment does not have a fixed duration, for administrative purposes shall be made,
45 when necessary, to ensure a distribution of experienced and qualified personnel throughout the
46 system, or to meet other program needs.
47

48 C. Prior to involuntary temporary assignment, or permanent transfer, volunteers will be solicited to fill
49 the needed assignment(s), or transfer(s). Such requests for volunteers shall not provide any
50 preference for being selected, nor place any obligation upon the administration to accept the
51 volunteer(s).
52

53 D. In making involuntary assignments and transfers, the convenience and wishes of the individual
54 employee shall be honored, to the extent that these considerations do not conflict with the
55 instructional requirements and best interests of the school system, and the students, as determined
56 by the administration. Affected employees may request a J Committee meeting to discuss

- 1 involuntary assignments and/or transfers. The administration will endeavor to notify potentially
2 affected employees as of May 1, each year, regarding assignments and transfer needs then known
3 to exist for the upcoming school year.
4
5 E. Immediate notice may be given for emergency assignments. Two (2) working days notice shall be
6 provided for temporary assignments. Fifteen working days notice shall be provided for permanent
7 transfers.
8
9 F. While on emergency, or temporary assignment, the employee's original position will not be
10 permanently filled by the administration with another person. The administration has the right to use
11 a substitute to fill the bargaining unit member's original assignment for the duration of the emergency
12 or temporary assignment.
13
14 G. The administration reserves the right to amend or modify job descriptions, and/or qualifications for
15 any position; however, employees currently holding such positions with recent satisfactory
16 evaluations in such position, shall not be arbitrarily removed without thirty (30) calendar days prior
17 written notice, and rationale by the administration. BIO shall be provided copies of job descriptions
18 and changes.
19
20

21 ARTICLE VII
22 VACANCIES
23

- 24 A. Whenever a vacancy within the bargaining unit arises, the administration shall post a notice of same
25 on the designated bulletin board in each building within the district for ten (10) days before
26 applications are closed. The BIO President will be given a copy of any posting.
27
28 A "vacancy" is defined as a newly-created position, or unfilled position, or a position currently filled,
29 but which will be open in the future, within the bargaining unit which the school district intends to fill,
30 and which results in adding a new employee to the district. Positions to be filled due to attrition,
31 layoff, recall, transfers, etc., which do not result in adding a new employee to the district, shall be
32 posted for ten (10) days, but shall not require application processing. The administration shall
33 endeavor to issue notice of impending changes.
34
35 B. All vacancies created shall be posted as in "A" above, with accompanying job description and
36 required qualifications.
37
38 C. The provisions of this Article shall not be construed as a limitation upon the employer respecting the
39 selection of persons to fill vacancies.
40
41 D. The term days, as used in this Article, shall be defined as any day the Central Administration Office
42 is open, excluding Act of God days.
43
44

45 ARTICLE VIII
46 REDUCTION AND RECALL OF STAFF
47

- 48 A. It is hereby specifically recognized, and agreed, that it is within the sole discretion of the Board to
49 reduce the number of Bargaining Unit positions through layoff from employment; to reduce the
50 number of Bargaining Unit positions in a given subject area, field, or program; to eliminate or
51 consolidate a position, or positions; or to reduce its educational program, curriculum, or services.
52
53 B. For purposes of assignment or retention under this Agreement, the term "certified" shall mean that
54 the bargaining unit member possesses either a Michigan teaching certificate and endorsement
55 appropriate to his/her assignment or, if certification is not required for the bargaining unit member's
56 assignment, the appropriate license, approval or authorization, as applicable. In addition to

1 certification, each bargaining unit member must meet the qualification standard, which is applicable
2 and appropriate to his /her assignment, for a "highly qualified" teacher under the No Child Left
3 Behind Act of 2001, including the amendments accomplished by the Individuals with Disabilities
4 Education Improvement Act of 2004.
5

6 C. The Board shall lay off and recall Bargaining Unit Members based on seniority with Branch
7 Intermediate School District among equally certified and qualified candidates, but reserves the right
8 to bypass seniority in accordance with the provisions of Article XIII, Section E (Evaluations). Seniority
9 is defined to mean the amount of time an individual is continuously employed as a certificated person
10 within the district. Seniority shall be measured from an individual's last date of hire (contract
11 agreement date, or first working day of employment, whichever comes first); approved leaves of
12 absence or layoff, when Bargaining Unit Member is recalled, shall not constitute an interruption of
13 continuous service, for purposes of this Article.
14

15 Non-tenured personnel on annual authorization or temporary approval and probationary employees
16 shall have equal seniority status, regardless of date of hire, at the bottom of the seniority list until
17 tenure status is achieved. It is expressly understood that certificated individuals employed by the
18 district in an administrative capacity shall accrue seniority, as defined herein, on the same basis as if
19 they were employed as certificated individuals in any capacity covered under the recognition clause
20 (Article I) of this Master Agreement. Bargaining Unit Members continuously employed by Branch
21 Intermediate School District, but assigned to a non-administrative position outside of BIO, shall
22 maintain seniority for the specific period of time they were members of BIO. Part-time individuals
23 shall accrue seniority on a pro-rata basis. The Branch Intermediate School District administration will
24 prepare seniority lists. The lists will include date of employment for each employee, as well as
25 employee classification and state-approved certifications. Lots will be drawn by individuals with the
26 same date of employment to determine placement on the seniority list. An additional certification,
27 endorsement, approval, or other specific designation granted by the Department of Education which
28 is received after the original date of hire, shall have a separate seniority status as of the date granted
29 and shall appear on the seniority list under the general heading of "Additional Certifications and
30 Dates"; and it is the responsibility of the Bargaining Unit Member to make the Branch Intermediate
31 School District aware of such information prior to layoff action.
32

33 A seniority list will be provided to BIO by October 1 of each year, and be posted in each Branch
34 Intermediate School District building. Any Bargaining Unit Member, or the Branch Intermediate
35 Organization, shall notify Branch Intermediate School District, in writing, of any errors in the current
36 seniority list within ten (10) working days of posting. If no error is reported within ten (10) working
37 days, the list will stand as prepared and will become effective.
38

39 D. The Board shall give ten (10), or more, working days written notice to BIO, and the Bargaining Unit
40 Members to be involved in a layoff.
41

42 E. Layoff pursuant to this Article shall terminate, for the duration of the layoff, the Board's obligation to
43 pay salary and fringe benefits to any Bargaining Unit Member so laid off. No individual employment
44 contract shall create any obligation of the Board as respects wages and fringe benefits during a
45 period of layoff.
46

47 F. Recall shall be in reverse order of layoff for positions created by a vacancy for which the laid off
48 bargaining member is certified and qualified. The Board shall give written notice of recall from layoff
49 by sending a first (1st) class letter to Bargaining Unit Members at their last known address and
50 providing a mailing checklist verified by a BIO clerical member to the BIO President. It shall be the
51 responsibility of the Bargaining Unit Member to notify the Board of any change in address.
52

53 The Bargaining Unit Member's address, as it appears in the Board's records, shall be conclusive
54 when used in connection with layoffs, recall, or any other notice to the Bargaining Unit Member. If a
55 Bargaining Unit Member fails to report for work within the five (5) calendar days from the date of
56 receipt of the letter of recall, or ten (10) calendar days after mailing of recall, unless an extension is

1 granted, in writing, by the Board, said Bargaining Unit Member shall be considered a voluntary quit
2 and shall thereby completely terminate his/her individual employment contract and any other
3 employment relationship with the Board.

4
5 G. Recall is limited to three years after the termination of the Bargaining Unit Member's services
6 because of a necessary reduction in personnel and in accordance with the Michigan Teacher Tenure
7 Act.

8
9 H. A Bargaining Unit Member who is laid off and who is paid unemployment compensation benefits
10 during the summer immediately following the layoff and who is subsequently recalled at the
11 beginning of the next school year will be paid according to an annual salary rate, such that his/her
12 unemployment compensation plus that annual salary rate will be equal to the rate of salary he/she
13 would have earned for the school year had he/she not been laid off.

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18 ARTICLE IX
19 EMPLOYMENT STANDARDS
20

21 Persons, other than probationary (defined for bargaining unit members outside of the coverage of the
22 Michigan Tenure Act as bargaining unit members with less than four (4) years of seniority with BISD)
23 Bargaining Unit Members, covered under this Agreement can be terminated with just cause and due process
24 observed, subject to the provisions of Article XII, B, and the provisions of the Michigan Teacher Tenure Act,
25 for those Bargaining Unit Members covered by the Michigan Teacher Tenure Act. Probationary Bargaining
26 Unit Members who are subject to the Michigan Teacher Tenure Act and those probationary Bargaining Unit
27 Members not covered by the Michigan Teacher Tenure Act can be terminated by applicable provisions of the
28 Michigan Teacher Tenure Act. Normally, two weeks' notification of termination of employment will be given by
29 the employer. However, if a Bargaining Unit Member is under investigation for gross negligence or grossly
30 unprofessional behavior, and/or behavior that would endanger students or staff, he/she may be suspended,
31 with pay, pending completion of the investigation and any disciplinary determination.

32
33 It is agreed and understood that, under normal circumstances the following guidelines for a progressive
34 system of discipline should be followed in disciplining persons (excluding probationary Bargaining Unit
35 Members) covered by this contract. The severity or relative frequency of offenses may cause these guideline
36 steps to be either skipped or repeated.

- 37
38 A. Discussion of problem between Bargaining Unit Member and appropriate administrator.
39
40 B. Verbal warning by appropriate administrator.
41
42 C. Written reprimand by appropriate administrator included in Bargaining Unit Member's personnel file.
43
44 D. Suspension with or without pay.
45
46 E. Dismissal following Board action.
47
48

49 ARTICLE X
50 BARGAINING UNIT MEMBER FILES
51

52 A. Within two working days, upon written request, and during reasonable working hours and days, a
53 Bargaining Unit Member shall have the right to inspect his/her own Central Office personnel file at
54 the Central Office Building; such request shall be made to the Central Office. The inspection must be
55 made in the presence of the administrator (or his/her designee) responsible for the safekeeping of
56 such file.

1
2 B. A representative of BIO may accompany the Bargaining Unit Member in review of his/her personnel
3 file at the option of the individual Bargaining Unit Member.

4
5 C. At the request of the administration, Bargaining Unit Members shall sign materials placed, or to be
6 placed, in their personnel files. Signature is for acknowledgment only, and does not imply
7 agreement.

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10 ARTICLE XI
11 NO STRIKE

12
13 A. BIO and the Board recognize that strikes and other forms of work stoppages by Bargaining Unit
14 Members are contrary to law and public policy. BIO and the Board subscribe to the principle that
15 differences shall be resolved by peaceful and appropriate means without interruption of the district's
16 programs.

17
18 B. BIO therefore agrees that its officers, representatives, and members shall not authorize, instigate,
19 cause, aid, encourage, ratify, or condone; nor shall any Bargaining Unit Member take part in any
20 strike, slowdown, work stoppage, boycott, picketing, or other interruption of any activities of the
21 district.

22
23 C. Failure, or refusal, on the part of any Bargaining Unit Member to comply with the provisions of this
24 article shall be cause for whatever disciplinary action is deemed necessary by the Board.

25
26
27 ARTICLE XII
28 GRIEVANCES

29
30 A. A "grievance" shall be an alleged violation of the express terms of this Agreement, or a written
31 memoranda of understanding entered into between the Board and BIO, which has the prior
32 endorsement of both the President of BIO and the Superintendent.

33
34 B. It is expressly agreed that the following matters shall not be the basis of any grievance filed under the
35 procedure outlined in this article:

36
37 (1) The termination of services of, or failure to reemploy, any probationary Bargaining Unit
38 Member,

39
40 (2) The continuation of a non-tenure employee on probation, when done in accordance with the
41 Teacher Tenure Act,

42
43 (3) The termination of services of, or failure to reemploy, any employee to an extended week
44 contract or summer school program or schedule,

45
46 (4) Any matter involving personnel evaluation content,

47
48 (5) Any matter in which the Teacher Tenure Act prescribes a procedure or authorizes a remedy,

49
50 (6) Any claim, complaint, or matter for which the Bargaining Unit Member can seek redress via
51 another forum established by law (or by regulation having the effect of law).

52
53 C. All preparation, filing, presentation, or consideration of grievances shall be held at times other than
54 when an employee or participating BIO representative are to be at their assigned duty stations.

55
56 D. Written grievances, as required herein, shall contain the following:

- 1
- 2 (1) It shall be signed by the grievant(s), and the endorsement thereon of the approval, or
- 3 disapproval, of BIO.
- 4
- 5 (2) It shall be specific and relate to contractual provisions alleged to have been violated.
- 6
- 7 (3) It shall contain a synopsis of the facts giving rise to the alleged violation.
- 8
- 9 (4) It shall cite the section(s) or subsection(s) of this contract alleged to have been violated.
- 10
- 11 (5) It shall contain the date of the alleged violation.
- 12
- 13 (6) It shall specify the relief requested.
- 14
- 15 E. Any written grievance not in accordance with the above requirements shall be rejected as improper.
- 16 Such a rejection shall not extend the limitations hereinafter set forth.
- 17
- 18 F. If the particular grievance is a "class" grievance affecting Bargaining Unit Members in more than one
- 19 building, the grievance shall be processed directly to Level Three and shall be subject to the same
- 20 time limitations and other requirements, as set forth for the initiation of grievances at Level One.
- 21
- 22 G. A grievance shall originate at the level of the grievant's direct administration and shall be subject to
- 23 the same time limitations and other requirements as set forth for the initiation of grievances at Level
- 24 One.
- 25
- 26 H. Time limits shall be observed, determined by date of stamped and/or initialed receipt. The term
- 27 "days" as used in this Article, shall be defined as any day the Central Administration Office is open,
- 28 excluding Act of God days.
- 29
- 30 Every effort will be made by both parties to shorten time limits wherever possible. Time limits, as
- 31 specified herein, may be extended only mutually and then only if in writing signed by both parties.
- 32 Should a Bargaining Unit Member, or BIO, fail to appeal a decision within the time limits specified, all
- 33 further proceedings shall be barred. The grievance or response shall be either hand-delivered or
- 34 sent by certified mail to the last known address.
- 35
- 36 I. If a grievant fails to initiate a grievance or an appeal to the next level within the time limits, all
- 37 proceedings shall be terminated.
- 38
- 39 J. All parties acknowledge that it is usually most desirable for the Bargaining Unit Member and his/her
- 40 supervisor to resolve the problem through free and informal discussions.
- 41
- 42 K. When requested by either party, BIO's grievance representative may intervene to assist in this
- 43 resolution. However, should such informal processes fail to satisfy the supervisor and the Bargaining
- 44 Unit Member, then the grievance shall be processed in writing with the determination thereon of the
- 45 approval, or disapproval, of BIO. The BIO representative will represent the organization, and may
- 46 represent the grievant. If, however, the grievant prefers to have an employee representative other
- 47 than BIO, he/she may choose to do so, provided:
- 48
- 49 (1) Representation is not by another labor organization;
- 50
- 51 (2) BIO is given the opportunity to be present at any adjustment of the grievance; and
- 52
- 53 (3) Only BIO can take to arbitration.
- 54
- 55 (4) Any adjustment of the grievance is not inconsistent with the terms of this Agreement.
- 56

1 LEVEL I

2
3 If no resolution is obtained within ten (10) days of the occurrence, the Bargaining Unit Member by the
4 conclusion of that ten (10) day interval shall reduce the grievance to writing and deliver it to the
5 program supervisor. Or BIO, on behalf of the Bargaining Unit Member, by the conclusion of that
6 ten (10) day interval, may request of the superintendent or designee in writing that the matter be
7 referred to the Joint BIO/Administration Committee (J Committee). The matter will be placed on
8 the agenda of the next regularly scheduled Joint BIO/Administration Committee (J Committee) or
9 by mutual agreement, of BIO and the administration, a special meeting of the Joint
10 BIO/Administration Committee (J Committee) may be scheduled. If no resolution is obtained at
11 the Joint BIO/ Administration Committee, the Bargaining Unit Member may, within five (5) days
12 after the meeting of the Joint BIO/Administration Committee, reduce the grievance to writing and
13 deliver it to the program supervisor, by the conclusion of that five (5) day interval. If the
14 Bargaining Unit Member does not receive an answer within five (5) days thereafter; or, if the written
15 answer is unacceptable, the Bargaining Unit Member shall, within ten (10) days of the date on which
16 the written grievance was submitted to the program supervisor, appeal the grievance to Level Two.

17
18 LEVEL II

19
20 A copy of the written grievance shall be filed with the Director of the program, as specified in Level
21 One with the endorsement thereon of the approval, or disapproval, of BIO. Within five (5) days of
22 receipt of the grievance, the Director shall meet with the grievant and the designated BIO
23 representative to discuss the grievance. Within five (5) days of the discussion, the Director shall
24 render his/her decision in writing, transmitting a copy of the same to the grievant, BIO President, and
25 Superintendent, and place a copy of same in a permanent file in his/her office. If no decision is
26 rendered within five (5) days of the discussion, or if the decision is unsatisfactory to the grievant, the
27 grievant shall, within five (5) days thereafter, appeal same to the Superintendent by filing the written
28 grievance, along with the decision of the Director with the Superintendent, with a copy sent to the
29 President of the Board of Education. The date on which the above copy is received by the
30 Superintendent shall be the determinative in establishing the effective filing date.

31
32 LEVEL III

33
34 A copy of the written grievance shall be filed with the Superintendent, as specified in Level Two with
35 the endorsement thereon of the approval, or disapproval, of BIO. Within fifteen (15) days of receipt of
36 the grievance, the Superintendent shall arrange a meeting with the grievant and the designated BIO
37 representative to discuss the grievance. Within ten (10) days of the discussion, the Superintendent
38 shall render his/her decision in writing, transmitting a copy of the same to the grievant, BIO
39 President, the President of the Board of Education, and place a copy of same in a permanent file in
40 his/her office. If no decision is rendered within ten (10) days of the discussion, or if the decision is
41 unsatisfactory to BIO, BIO may refer the matter for arbitration as provided for hereinafter.

42
43 L. ARBITRATION

- 44
45 (1) If the grievance is not satisfactorily resolved at Level Three, BIO may, within ten (10) days of
46 the date of the written decision at level three, submit the grievance for arbitration to the
47 American Arbitration Association in writing, with a copy of the demand for arbitration to the
48 President of the Board.
49
50 (2) Should BIO fail to initiate a grievance within the time limits specified, the grievance shall be
51 deemed abandoned.
52
53 (3) The rules of the A.A.A. shall govern the selection of the arbitrator and the conduct of the
54 arbitration proceeding.
55
56 (4) PRE-HEARING

1
2 Neither party may raise a new defense or ground in arbitration, which has not been
3 previously raised or disclosed in writing by the conclusion of the pre-hearing level. Each
4 party shall submit to the other party, not less than ten (10) days prior to the arbitration
5 hearing, a pre-hearing statement alleging facts, grounds and defenses which will be proven
6 at the hearing and hold a conference at that time in an attempt to settle the grievance.
7

8 (5) POWERS OF THE ARBITRATOR
9

10 It shall be the function of the arbitrator and he/she shall be empowered, except as his/her
11 powers are limited below, after due investigation, to make a decision in cases of alleged
12 violation of the specific articles and sections of this Agreement.
13

14 (a) He/she shall have no power to add to, subtract from, disregard, alter or modify any
15 of the terms of this Agreement.
16

17 (b) He/she shall have no power to establish salary scales or change any salary.
18

19 (c) He/she shall have no power to change any practice, policy, or rules of the Board,
20 nor to substitute his/her judgment for that of the Board as to the reasonableness of
21 any such practice, policy, rule, or any action taken by the Board. His/her powers
22 shall be limited to deciding whether the Board has violated the express articles or
23 sections of this Agreement, and he/she shall not imply obligations and conditions
24 binding upon the Board from this Agreement, it being expressly understood that any
25 matter not specifically set forth herein remains within the reserved rights of the
26 Board.
27

28 (d) He/she shall have no power to rule upon those matters excluded from the grievance
29 procedures under paragraph B of this Article.
30

31 (e) He/she shall have no power to decide any question, which, under this Agreement, is
32 within the responsibility of management to decide. In rendering decisions, an
33 arbitrator shall give due regard to the responsibility of management and shall so
34 construe the agreement that there will be no interference with such responsibilities,
35 except as they may be conditioned specifically by this agreement.
36

37 (f) If either party disputes the arbitrability of any grievance under the terms of this
38 Agreement, the arbitrator shall rule, in writing, upon the arbitrability before
39 proceeding to the merits of the case.
40

41 (g) The fees and expenses of the arbitrator shall be paid by the Board, or BIO,
42 whichever loses the grievance or in the case of a split award, the fees and
43 expenses of the arbitrator shall be apportioned by the arbitrator between the Board
44 and BIO. All other expenses shall be borne by the party incurring them, and neither
45 party shall be responsible for the expense of witnesses called by the other.
46

47 (h) Both parties agree to be bound by the award of the arbitrator, subject only to legal
48 remedies afforded by courts of competent jurisdiction.
49

50 (i) The arbitrator shall document his/her findings and conclusions in an opinion and
51 award, which shall be duly served upon the parties.
52

53 (j) All claims for back pay shall be limited to the amount of wages, which would have
54 been earned at the Bargaining Unit Member's rate of pay, and the arbitrator shall
55 have no power to award any other form of damages. No decision for retroactive
56 wage adjustment in one case shall be binding on other cases. No decision of the

1 arbitrator for a retroactive wage adjustment shall be valid beyond twenty (20) days
2 preceding the date of the written grievance.
3

4 M. Any grievance during the period between the termination date of this Agreement and the effective
5 date of a successor Agreement shall not be processed under the above procedures. Any grievance
6 which arose prior to the effective date of this Agreement shall not be processed.
7

8
9 ARTICLE XIII
10 MISCELLANEOUS PROVISIONS

11
12 A. SEVERABILITY
13

14 If any provisions of the Agreement or any application of this Agreement to any employee shall be
15 found contrary to law, then such provision or application shall be deemed null and void to the extent
16 of such invalidity. All other provisions or applications of this Agreement shall continue in full force and
17 effect.
18

19 B. WAIVER
20

21 The parties acknowledge that, during the negotiations which resulted in this Agreement, each had
22 the unlimited right and opportunity to make demands and proposals with respect to any subject or
23 matter not removed by law from the area of collective bargaining, and that the understandings and
24 agreements arrived at by the parties after the exercise of that right and opportunity are set forth in
25 this Agreement. Therefore, the Board, and BIO, for the life of this Agreement, each voluntarily and
26 unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain
27 collectively with respect to any subject or matter referred to, or covered, in this Agreement, or with
28 respect to any subject matter within the knowledge of the parties at the time that they negotiated this
29 Agreement.
30

31 C. INDIVIDUAL CONTRACTS
32

33 Any individual contract of employment executed between a Bargaining Unit Member and the district
34 is subject to the terms and conditions of the collective bargaining contract. It is expressly understood
35 that the provisions of the collective bargaining agreement take precedence over and control any
36 contrary or inconsistent terms contained in any individual contract and that the individual contract is
37 expressly conditioned upon this master agreement.
38

39 D. ENTIRE AGREEMENT
40

41 This Agreement constitutes the sole and entire existing agreement between the parties in respect to
42 rates of pay, wages, hours of employment or other conditions of employment, which shall prevail
43 during the term of this Agreement. It supersedes and cancels all prior practices, whether oral or
44 written, and expresses all obligations of, and restrictions imposed upon, the Board and BIO. All
45 matters or subjects not herein covered have been satisfactorily adjusted, compromised, or waived by
46 the parties for the life of this Agreement. This Agreement is subject to amendment, alteration, or
47 additions only by a subsequent written agreement between, and executed by, the Board and BIO.
48 The waiver of any breach, term, or condition of this Agreement by either party shall not constitute a
49 precedent in the future enforcement of its terms and conditions. The Board shall deal with all matters
50 not expressly covered by this Agreement through the exercise of its management rights without prior
51 negotiations during the life of this Agreement.
52
53
54
55
56

1 E. EVALUATIONS

2
3 All Bargaining Unit Members covered by this Agreement shall be subject to probationary period rules
4 specified in the Michigan Teacher Tenure Act. All Bargaining Unit Members shall be evaluated by
5 their immediate administrative supervisor in accordance with the requirements of the Michigan
6 Teacher Tenure Act; and such evaluation shall become a part of the Bargaining Unit Member's
7 personnel file. The individual Bargaining Unit Member shall acknowledge receipt of such evaluation
8 by signing same. Signature is for acknowledgment only, and does not imply agreement. The
9 Bargaining Unit Member may submit a written statement within thirty (30) calendar days of signing
10 acknowledgment for receipt of the evaluation, to be permanently attached and placed in the
11 Bargaining Unit Member's personnel file, along with the evaluation. In the case of an unsatisfactory
12 evaluation, the Bargaining Unit Member will have sixty (60) calendar days to correct the deficiency,
13 based upon biweekly reviews by the program supervisor. The biweekly reviews may be extended
14 another thirty (30) calendar days by the program supervisor, when necessary, to better evaluate the
15 Bargaining Unit Member.

16
17 At the conclusion of the biweekly reviews, the Bargaining Unit Member may submit a written
18 statement within thirty (30) calendar days to be permanently attached and placed in the Bargaining
19 Unit Member's personnel file, along with the biweekly reviews evaluation.

20
21 The Parties recognize that revisions to the Revised School Code mandate that the District
22 implement and maintain a method of compensation for its teachers that includes job performance
23 and job accomplishments as a significant factor in determining compensation and additional
24 compensation. In recognition of this requirement, the Parties agree that effective 2011-12, each
25 teacher shall receive the following adjustment to compensation and additional compensation upon
26 completion of the yearly evaluation:

27 Highly Effective:

28 One hundred dollars (\$100) off schedule payment. The teacher shall be eligible for a step
29 increase in the following school year if applicable in accordance with the salary schedule.

30 Effective:

31 Fifty dollars (\$50) off schedule payment. The teacher shall be eligible for a step increase in the
32 following school year if applicable in accordance with the salary schedule.

33 Ineffective:

34 No off schedule payment. The teacher shall not be eligible for a step increase or for the school
35 year to count toward longevity eligibility until the teacher is reevaluated and meets expectation.

36
37 F. JURY DUTY LEAVE

38
39 Leaves for jury duty will be paid in the amount of the difference between regular salary and the
40 stipend for jury duty.

41
42 G. FUNERAL LEAVE

43
44 Necessary time requiring the employee's involvement, but no more than five (5) working days may
45 be granted to a Bargaining Unit Member for a funeral or other bereavement related business of the
46 immediate family, which includes and is limited to: child, stepchild, mother, father, mother-in-law,
47 father-in-law, brother, sister, brother-in-law, sister-in-law, spouse, grandparents, grandchild,
48 guardian, son-in-law, daughter-in-law, and surrogate parents who can be substantiated. The five (5)
49 working days may be nonconsecutive. The five (5) working days must be used within a thirty (30) day
50 period from the date of the death. At the discretion of the Superintendent, an extension of the thirty
51 (30) day period from the date of the death, may be granted. Additional bereavement leave may be
52 granted at the discretion of the Superintendent beyond the five (5) working days, but such leave shall
53 be deducted from the Bargaining Unit Member's accumulated sick leave. Bargaining Unit Members
54 must make application for such leave on the approved form, and receive approval of their
55 supervisor. Absence due to the death of other than the immediate family will be treated as an annual
56 leave day request.

1 H. SABBATICAL LEAVE

2
3 Sabbatical leave shall be at the discretion of the Board. A Bargaining Unit Member, having
4 completed seven (7) years, or more, of continuous service in the district, shall be eligible to request a
5 sabbatical leave subject to employer approval and the following general conditions: a person must
6 be involved in graduate study or approved travel; person on sabbatical leave shall be paid at the rate
7 of one-half (½) the salary he/she was receiving at the time of going on leave. This sabbatical leave
8 shall not exceed fifty-two (52) weeks. A Bargaining Unit Member who accepts sabbatical leave shall
9 serve two (2) years with the district upon completion of sabbatical leave. If the person does not return
10 to the district, he/she will pay back the entire amount he/she received while on leave within two (2)
11 years. Except by Board approval, an experience step in pay will not be granted.

12
13 I. FAMILY AND MEDICAL LEAVE ACT

14
15 To the extent required by the Family and Medical Leave Act (P.L. 103-3), an eligible Bargaining Unit
16 Member shall be granted leave and the other rights specified by the law. When leave is taken by an
17 eligible Bargaining Unit Member under the Family and Medical Leave Act, the District shall likewise
18 enjoy and reserve all rights afforded it by the law, whether or not the same are specifically
19 enumerated in this Agreement. The parties intend that the provisions of the Family and Medical
20 Leave Act, including District and eligible Bargaining Unit Member rights and responsibilities, shall be
21 supplementary to this Agreement and shall prevail over the terms of this Agreement to the extent of
22 any conflict or inconsistency.

23
24 J. UNPAID LEAVE OF ABSENCE

25
26 Unpaid leave of absence shall be defined for this paragraph as any leave without regular pay other
27 than leaves mandated under the Family and Medical Leave Act. Requests must be submitted five (5)
28 working days in advance, except in extenuating circumstances. Approval is entirely at the
29 Superintendent's discretion. Replies shall be given two (2) working days prior to time requested.
30 Health and dental insurance benefits shall continue for the duration of the Bargaining Unit Member's
31 individual contract. Short/long term disability and term life insurance shall remain in effect for the
32 duration of the Bargaining Unit Member's individual contract for cases of disability only. This
33 limitation also applies while on Workers Compensation or short/long term disability. Continuation of
34 benefits beyond the period stated immediately above shall be at the Bargaining Unit Member's cost
35 and subject to carrier requirements. If the Bargaining Unit Member fails to return to work for at least
36 thirty (30) calendar days at the end of the unpaid leave of absence for reasons other than the
37 continuation, recurrence, or onset of a serious health condition of the Bargaining Unit Member or for
38 circumstances beyond the control of the Bargaining Unit Member as determined by the Board, the
39 Bargaining Unit Member shall reimburse the Board for the insurance premiums, including illustrative
40 premiums for self-insured plans, paid by the Board during the unpaid leave. No leave of absence
41 shall exceed twelve (12) months. Upon returning from an extended leave of over ninety (90) working
42 days, the Bargaining Unit Member will not be eligible for an experience step increase.

43
44 K. ACT OF GOD DAYS

45
46 Scheduled days and hours of student instruction which are not held because of conditions not within
47 the control of school authorities, such as inclement weather, fires, epidemics, utility power
48 unavailability, water or sewer failure, mechanical break downs, or health conditions as defined by the
49 city, county, or state health authorities, may be rescheduled at the discretion of the Board of
50 Education to insure that there are a minimum of instructional and professional development days
51 and hours as required by Michigan Revised School Code and/or the Michigan School State Aid Act.
52 Bargaining Unit Members will receive their regular pay for days or hours which are canceled but shall
53 work on any rescheduled days or hours with no additional compensation.

54
55 The Board of Education shall not be required to cancel a 'work day' (i.e., a day when Bargaining Unit
56 Members report but students are not in session such as an end of semester grading day, a parent

1 teacher conference day, or an in-service day) or that portion of any day which is scheduled to be a
2 partial 'work day' even though students do not report. However, the Board may do so in its discretion.
3 The Board shall not be required to reschedule a 'work day' or a partial 'work day' which is cancelled,
4 but may do so in its discretion.
5

6 Total annual salary is based upon 190 days of work in 2010-11 and 188 days of work in 2011-12 and
7 each year thereafter, during the entire school year regardless of whether the days actually worked
8 are the same as originally scheduled or are different from those originally scheduled due to
9 rescheduling by the Board.

10
11 For any legally required extended year special education program, the Bargaining Unit Member's
12 salary will be adjusted at the per diem rate. Extended year instructional programs which are either
13 legally required or conducted as a District option will be provided through the use of supplemental
14 contracts.
15

16 In the event a Bargaining Unit Member receives unemployment compensation benefits (which as
17 used herein also include 'underemployment benefits') during the school year (associated with his/her
18 regular assignment) due to days or hours of instruction not being held when scheduled because of
19 conditions not within the control of school authorities as stated above, and those days or hours of
20 instruction are rescheduled so that the Bargaining Unit Member works those instructional days or
21 hours at a later time, the Bargaining Unit Member will have his/her pay adjusted, such that his/her
22 unemployment compensation plus the salary paid to the Bargaining Unit Member for the year will be
23 equal to the annual salary he/she would have earned for the school year had there not been
24 scheduled days of instruction canceled for such reasons. This provision shall be subject to the
25 following conditions:

- 26
27 (a) The total of unemployment compensation plus salary earned by employment in the district
28 shall not be below that which the Bargaining Unit Member would have received had there
29 not been any instructional days or hours canceled for such reasons, and.
30
31 (b) The total of unemployment compensation plus salary earned through employment in the
32 district shall not be less than the Bargaining Unit Member's salary from the same or similar
33 period during the preceding school year.
34

35 If school starting is delayed, Bargaining Unit Members may delay reporting for work for an equivalent
36 period of time in their regular schedule. There will be no loss of pay for the equivalent time.
37

38 This provision is subject to revision or being rescinded should there be a change in the instructional
39 and professional development days and hours as required by Michigan Revised School Code and/or
40 the Michigan School State Aid Act or by action of the Michigan Legislature, and/or as determined by
41 the State Board of Education.
42

43 L. SALARY AND INSURANCE

44
45 Salaries shall be contained in a salary schedule, effective as of the Bargaining Unit Member's first
46 regular contract day of the school year, as shown in Appendix A.
47

48 Board paid premiums for insurance coverage shall be as specified per individual Bargaining Unit
49 Member, as agreed to in Appendix B.
50

51 For 2012-13 and 2013-14, salary (Appendix A) and health insurance (Section A of Appendix B) shall
52 be negotiated annually.
53
54
55
56

Line #

ARTICLE XIV

DURATION AND RATIFICATION OF AGREEMENT

1
2
3
4 This Agreement shall be effective as of April 20, 2011, and shall continue in full force and effect through June
5 30, 2014. No other wording contained within this Agreement will be open except for the salary in Appendix A,
6 and health insurance in Appendix B, Section A , for the 2012-13 and 2013-14 years, unless by written mutual
7 agreement of the Board and BIO, and then only on each anniversary date of the Agreement's effective date,
8 with requests to open to be made by March 31 in any year. Negotiations of salary and health insurance shall
9 begin no later than March 31 of any year. This Agreement shall continue in effect for successive periods of
10 one (1) year unless and until written notice of termination is given by either party, between March 1, 2014,
11 and March 31 2014, or any subsequent anniversary of the effective Agreement date after March 31, 2014.

In witness whereof, the parties have executed this Agreement by their duly authorized representatives the date and year written here:

BRANCH INTERMEDIATE SCHOOL DISTRICT BOARD OF EDUCATION:

John Schroll, President

Daniel Ludlow, Vice President

Kenneth Norton, Secretary

Jack Faulkner, Treasurer

D. Lynn Mayer, Trustee

BRANCH INTERMEDIATE ORGANIZATION:

Jeryn Fredrick, President

Denise Parsell, Vice President

Barbara Vainner

Brent Withington

BRANCH ISD/BIO MASTER AGREEMENT FOR CERTIFIED EMPLOYEES

APPENDIX A
SALARY SCHEDULE

A. SALARIES

(Certified, or State Department of Education authorized or approved)

BA BA and/or Vocational Authorization.

BA+ BA + 6 hours (semester) beyond requirement hours for continuing certification. Vocational certification - completed education requirements in accordance with Board policy. The 6 semester hours must be from an accredited college or university and be in the area of assignment, or be beneficial to the program assignment as pre-approved by the administration.

MA MA, must be in area of certification, and assignment, or be beneficial to the program assignment, as determined by the administration. Must have hours for continuing certification (prior written approval of allied, or related MA's is encouraged).

MA+ MA + 20 hours (semester), and all other degrees. The hours must be from an accredited college or university and be in area of assignment, or be beneficial to the program assignment as pre-approved by the administration. Must have hours for continuing certification.

2010-2011 CERTIFIED SALARY SCHEDULE
Effective for Staff Hired Prior to July 1, 2010

Base \$34,736

190 Contract Days

Work Experience

Non*	Deg	Step	BA	Annual	BA+	Annual	MA	Annual	MA+	Annual
6	2	1	1.00	\$--		\$--		\$--		\$--
7	3	2	1.05	\$--		\$--		\$--		\$--
8	4	3	1.15	\$39,946	1.25	\$43,420	1.35	\$46,894		\$--
11	7	4	1.20	\$41,683	1.30	\$45,157	1.40	\$48,630		\$--
14	10	5	1.25	\$43,420	1.35	\$46,894	1.45	\$50,367	1.50	\$52,104
19	15	6	1.30	\$45,157	1.40	\$48,630	1.50	\$52,104	1.55	\$53,841
24	20	7	1.35	\$46,894	1.45	\$50,367	1.55	\$53,841	1.60	\$55,578
29	25	8	1.40	\$48,630	1.50	\$52,104	1.60	\$55,578	1.65	\$57,314
34	30	9	1.45	\$50,367	1.55	\$53,841	1.65	\$57,314	1.70	\$59,051
		10	1.50	\$52,104	1.60	\$55,578	1.70	\$59,051	1.75	\$60,788
		11	1.55	\$53,841	1.65	\$57,314	1.75	\$60,788	1.80	\$62,525
		12	1.60	\$55,578	1.70	\$59,051	1.80	\$62,525	1.85	\$64,262
		13	1.65	\$57,314	1.75	\$60,788	1.85	\$64,262	1.90	\$65,998
		14	1.70	\$59,051	1.80	\$62,525	1.90	\$65,998	1.95	\$67,735
		15	1.75	\$60,788	1.85	\$64,262	1.95	\$67,735	2.00	\$69,472

*A non-degreed teacher employed with less than six (6) years of work experience will remain on Step 3 until work experience/teaching experience shall equal six (6) years. A non-degreed teacher employed on or after July 1, 2010 with less than six (6) years of work experience will remain on the step on which they are initially placed at the time of hire until work experience/teaching experience shall equal six (6) years. They will then move up the schedule in the regular manner.

An annual longevity payment of \$300 will be paid to Bargaining Unit Members with twenty (20) years or more of service with Branch ISD.

A. SALARIES (continued)

A one percent (1%) off schedule payment will be paid for 2010-11 in lump sum in June 2011. The calculation of the one percent (1%) off schedule payment will not include pay for supplemental employment. Bargaining unit members with loss time who do not receive their full base salary will have the one percent (1%) calculated on the reduced salary earned. The one percent (1%) shall not be paid to bargaining unit members who have terminated employment prior to the end of the 2010-11 school year. The one percent (1%) off schedule payment will not be used in the calculation of the Board paid Tax Sheltered Annuity – Section 403B in section E of Appendix B.

2010-2011 CERTIFIED SALARY SCHEDULE
Effective for Staff Hired or Rehired on or After July 1, 2010

Base \$34,736
Work Experience

190 Contract Days

Non*	Deg	Deg	Step	BA	Annual	BA+	Annual	MA	Annual	MA+	Annual
6	2	1		1.00	\$34,736	1.15	\$39,946	1.25	\$43,420	1.30	\$45,157
7	3	2		1.05	\$36,473	1.20	\$41,683	1.30	\$45,157	1.35	\$46,894
8	4	3		1.15	\$39,946	1.25	\$43,420	1.35	\$46,894	1.40	\$48,630
11	7	4		1.20	\$41,683	1.30	\$45,157	1.40	\$48,630	1.45	\$50,367
14	10	5		1.25	\$43,420	1.35	\$46,894	1.45	\$50,367	1.50	\$52,104
19	15	6		1.30	\$45,157	1.40	\$48,630	1.50	\$52,104	1.55	\$53,841
24	20	7		1.35	\$46,894	1.45	\$50,367	1.55	\$53,841	1.60	\$55,578
29	25	8		1.40	\$48,630	1.50	\$52,104	1.60	\$55,578	1.65	\$57,314
34	30	9		1.45	\$50,367	1.55	\$53,841	1.65	\$57,314	1.70	\$59,051
		10		1.50	\$52,104	1.60	\$55,578	1.70	\$59,051	1.75	\$60,788
		11		1.55	\$53,841	1.65	\$57,314	1.75	\$60,788	1.80	\$62,525
		12		1.60	\$55,578	1.70	\$59,051	1.80	\$62,525	1.85	\$64,262
		13		1.65	\$57,314	1.75	\$60,788	1.85	\$64,262	1.90	\$65,998
		14		1.70	\$59,051	1.80	\$62,525	1.90	\$65,998	1.95	\$67,735
		15		1.75	\$60,788	1.85	\$64,262	1.95	\$67,735	2.00	\$69,472

*A non-degreed teacher employed with less than six (6) years of work experience will remain on Step 3 until work experience/teaching experience shall equal six (6) years. A non-degreed teacher employed on or after July 1, 2010 with less than six (6) years of work experience will remain on the step on which they are initially placed at the time of hire until work experience/teaching experience shall equal six (6) years. They will then move up the schedule in the regular manner.

An annual longevity payment of \$300 will be paid to Bargaining Unit Members with twenty (20) years or more of service with Branch ISD.

A one percent (1%) off schedule payment will be paid for 2010-11 in lump sum in June 2011. The calculation of the one percent (1%) off schedule payment will not include pay for supplemental employment. Bargaining unit members with loss time who do not receive their full base salary will have the one percent (1%) calculated on the reduced salary earned. The one percent (1%) shall not be paid to bargaining unit members who have terminated employment prior to the end of the 2010-11 school year.

A. SALARIES (continued)

2011-2012 CERTIFIED SALARY SCHEDULE
Effective for Staff Hired Prior to July 1, 2010

Base \$35,049
Work Experience

188 Contract Days

Non*	Deg	Step	BA	Annual	BA+	Annual	MA	Annual	MA+	Annual
6	2	1	1.00	\$--		\$--		\$--		\$--
7	3	2	1.05	\$--		\$--		\$--		\$--
8	4	3	1.15	\$40,306	1.25	\$43,811	1.35	\$47,316		\$--
11	7	4	1.20	\$42,059	1.30	\$45,564	1.40	\$49,069		\$--
14	10	5	1.25	\$43,811	1.35	\$47,316	1.45	\$50,821	1.50	\$52,574
19	15	6	1.30	\$45,564	1.40	\$49,069	1.50	\$52,574	1.55	\$54,326
24	20	7	1.35	\$47,316	1.45	\$50,821	1.55	\$54,326	1.60	\$56,078
29	25	8	1.40	\$49,069	1.50	\$52,574	1.60	\$56,078	1.65	\$57,831
34	30	9	1.45	\$50,821	1.55	\$54,326	1.65	\$57,831	1.70	\$59,583
		10	1.50	\$52,574	1.60	\$56,078	1.70	\$59,583	1.75	\$61,336
		11	1.55	\$54,326	1.65	\$57,831	1.75	\$61,336	1.80	\$63,088
		12	1.60	\$56,078	1.70	\$59,583	1.80	\$63,088	1.85	\$64,841
		13	1.65	\$57,831	1.75	\$61,336	1.85	\$64,841	1.90	\$66,593
		14	1.70	\$59,583	1.80	\$63,088	1.90	\$66,593	1.95	\$68,346
		15	1.75	\$61,336	1.85	\$64,841	1.95	\$68,346	2.00	\$70,098

*A non-degreed teacher employed with less than six (6) years of work experience will remain on Step 3 until work experience/teaching experience shall equal six (6) years. A non-degreed teacher employed on or after July 1, 2010 with less than six (6) years of work experience will remain on the step on which they are initially placed at the time of hire until work experience/teaching experience shall equal six (6) years. They will then move up the schedule in the regular manner.

An annual longevity payment will be paid as follows:

- \$300 will be paid to Bargaining Unit Members with sixteen (16) years through nineteen (19) years of service with Branch ISD
- \$600 will be paid to Bargaining Unit Members with twenty (20) years through twenty-four (24) years service with Branch ISD
- \$900 will be paid to Bargaining Unit Members with twenty-five (25) years or more of service with Branch ISD

A. SALARIES (continued)

2011-2012 CERTIFIED SALARY SCHEDULE
Effective for Staff Hired or Rehired on or After July 1, 2010

Base \$35,049

188 Contract Days

Work Experience

Non* Deg	Deg	Step	BA	Annual	BA+	Annual	MA	Annual	MA+	Annual
6	2	1	1.00	\$35,049	1.15	\$40,306	1.25	\$43,811	1.30	\$45,564
7	3	2	1.05	\$36,801	1.20	\$42,059	1.30	\$45,564	1.35	\$47,316
8	4	3	1.15	\$40,306	1.25	\$43,811	1.35	\$47,316	1.40	\$49,069
11	7	4	1.20	\$42,059	1.30	\$45,564	1.40	\$49,069	1.45	\$50,821
14	10	5	1.25	\$43,811	1.35	\$47,316	1.45	\$50,821	1.50	\$52,574
19	15	6	1.30	\$45,564	1.40	\$49,069	1.50	\$52,574	1.55	\$54,326
24	20	7	1.35	\$47,316	1.45	\$50,821	1.55	\$54,326	1.60	\$56,078
29	25	8	1.40	\$49,069	1.50	\$52,574	1.60	\$56,078	1.65	\$57,831
34	30	9	1.45	\$50,821	1.55	\$54,326	1.65	\$57,831	1.70	\$59,583
		10	1.50	\$52,574	1.60	\$56,078	1.70	\$59,583	1.75	\$61,336
		11	1.55	\$54,326	1.65	\$57,831	1.75	\$61,336	1.80	\$63,088
		12	1.60	\$56,078	1.70	\$59,583	1.80	\$63,088	1.85	\$64,841
		13	1.65	\$57,831	1.75	\$61,336	1.85	\$64,841	1.90	\$66,593
		14	1.70	\$59,583	1.80	\$63,088	1.90	\$66,593	1.95	\$68,346
		15	1.75	\$61,336	1.85	\$64,841	1.95	\$68,346	2.00	\$70,098

*A non-degreed teacher employed with less than six (6) years of work experience will remain on Step 3 until work experience/teaching experience shall equal six (6) years. A non-degreed teacher employed on or after July 1, 2010 with less than six (6) years of work experience will remain on the step on which they are initially placed at the time of hire until work experience/teaching experience shall equal six (6) years. They will then move up the schedule in the regular manner.

An annual longevity payment will be paid as follows:

\$300 will be paid to Bargaining Unit Members with sixteen (16) years through nineteen (19) years of service with Branch ISD

\$600 will be paid to Bargaining Unit Members with twenty (20) years through twenty-four (24) years service with Branch ISD

\$900 will be paid to Bargaining Unit Members with twenty-five (25) years or more of service with Branch ISD

B. Hours of employment shall be thirty (30) minutes prior to and thirty (30) minutes after the time schedule of program assignment, unless excused by the building administrator.

C. Effective with the 2011-12 school year, bargaining unit members assigned to the special education early childhood programs and services who serve children in Branch ISD early childhood programs, such as Head Start and Great Start School Readiness, may be provided a contract of less than 188 days. When available, these bargaining unit members shall be given priority for summer programming assignments in order to increase their work days up to 188 days.

The program days may not be consecutive. These bargaining unit members shall have their salaries paid in twenty-six equal installments per section G of this Article. If a bargaining unit member with less than a 188 day contract is assigned supplemental employment in accordance with section C of this Article, the additional pay shall be paid at an hourly rate based on the bargaining unit member's contract salary divided by a product of the number of days in the base contract multiplied by seven hours per day.

D. All supplemental program employment (specific time scheduled extended day, year of regular BISSD programming - excluding Adult Education, and other restricted funded programs) not included in the regular salary schedule and/or provided for in the Bargaining Unit Member's annual contract, shall be administratively determined and paid at an hourly rate based on the employee's 190-day contract

salary divided by 1,330 hours in 2010-11 and based on the employee's 188 day contract salary divided by 1,316 hours in 2011-12 and each year thereafter.

- E. All work experience and all successfully completed semester hours of college credit, must be validated at the central office, by September 1, for placement level on the salary schedule, or evidence provided to show that it is being processed.
- F. In order to be eligible for holiday pay, a Bargaining Unit Member must be an annual or supplemental contract and work, or be on an approved paid leave, the working day before and the working day after the holiday.

Eligible Holidays:

- (1) Independence Day

- G. Salaries shall be paid biweekly in twenty-six equal installments over a one year period, September 1 through August 31 for bargaining unit members with a 190 day contract for 2010-11 and a 188 day contract for 2011-12 and each year thereafter, and July 1 through June 30 for bargaining unit members with an extended year contract. Bargaining unit members who have a contract of less than 190 days in 2010-11 and 188 days in 2011-12 and each year thereafter shall have their salaries paid based on completion and submittal of timesheets rather than having their pay split evenly over a per-determined number of installments. When there are twenty-seven payrolls in the one year period, no pay shall be received on the first payroll of the first month, September or July, allowing the annual salary to be divided equally among the remaining twenty-six payrolls.
- H. For bargaining unit members hired on or after June 29, 2010, the Board shall have discretion to grant credit for teaching and relevant work experience up to and including Step 12 of the appropriate salary column. Provided, the Board shall also have discretion to exceed a Step 12 initial salary placement in the case of special education itinerant personnel (i.e., nurse, occupational therapist, physical therapist, psychologist, speech therapist, teacher specialist for ASD, and teacher consultant HI). This language shall not impact the salary step placement of any bargaining unit members hired on or before June 29, 2010.

APPENDIX B
INSURANCE

A. HEALTH AND DENTAL INSURANCE (FLEXIBLE BENEFITS PLAN)

It is the responsibility of the employee to enroll during the appropriate enrollment period. The Board of Education shall pay the premium costs of insurance coverages as follows:

The Board shall pay for health insurance as follows as an option under a Flexible Benefit Plan:

For 2010-11, SET Ultra-Med Preferred Plan 1 (or equal) health insurance which includes preventive services without an annual dollar maximum, an annual medical deductible of \$150 for single coverage and \$300 for two-person and family coverage, and a co-payment on prescription drugs of \$10 for generic drugs and \$20 for brand name drugs.

Effective July 1, 2011, Blue Cross – Blue Shield of Michigan Flex Blue 3 Plan (or equal) health insurance with the Community Blue PPO Network. Bargaining unit members will be responsible for an annual deductible of \$200 for single coverage / \$400 for two-person and family coverage for in-network services. The Board will self-fund \$1,800 for single coverage / \$3,600 for two-person and family coverage of the \$2,000/\$4,000 deductible for in-network services. For out-of-network services bargaining unit members will be responsible for a \$4,000 single coverage /\$8,000 two-person and family annual deductible. For calendar year 2011, bargaining unit members will be responsible for annual deductible for in-network services not to exceed \$200 for single coverage / \$400 for two-person and family coverage. Prescription drug coverage will be self-insured by the Board with bargaining unit member co-payments of \$5/\$25/\$50. Maintenance prescription drugs will be available for two co-pays for a three months supply.

Effective July 1, 2011, bargaining unit members, through payroll deductions on a pre-tax basis using the section 125 cafeteria plan, shall pay monthly \$35 for single health insurance coverage, \$45 for two-person health insurance coverage, and \$55 for family health insurance coverage.

SET Ultradent established (100/90/50) dental insurance or equal, up through full family. The annual maximum per participant per year will be \$1,000.

In lieu of the above option, under the Flexible Benefit Plan, the Bargaining Unit Member may elect one of the following:

Option 2: Prescription Drug - SET or equal
Dental plan (100/90/50) or equal
Cash incentives established by Board annually

Option 3: No Health Insurance
Dental plan (100/90/50) or equal
Cash incentives established by Board annually

Option 4: No Health Insurance
No Dental Insurance
Cash incentive established by Board annually

(Employee must furnish proof of alternate health coverage to qualify for cash incentives.)

In addition, under all options, the Bargaining Unit Member shall be eligible for electing the use of tax reduction benefits as provided by law for the following:

1. Medical Reimbursement Account (MRA)
2. Child Reimbursement Account (CRA)
3. Group Insurance Options (SET or equal)

A mutual effort shall be made by the BISD and BIO to pursue cost containment initiatives, which can be implemented at any time during the duration of the contract upon mutual acceptance.

B. TERM LIFE

The Board shall pay the premium cost of fifty thousand (\$50,000) Term Life AD & D Insurance for each individual Bargaining Unit Member (inclusive of amount provided under health insurance). It is the responsibility of the Bargaining Unit Member to enroll during the appropriate enrollment period.

C. LONG TERM DISABILITY

The Board shall pay the premium cost of a disability insurance plan, which meets the following requirements:

Benefit replacement percentage	66.67%
Maximum monthly benefit	\$5,000
Minimum monthly benefit	\$50
Elimination period	1 month
Benefit duration	to age 65, with a reducing benefit duration schedule applying when the age of disability onset is 60 or over
Pre-existing condition limitation	applies to Bargaining Unit Members hired after the initial effective date of the disability policy

D. WORKERS' COMPENSATION

Any Bargaining Unit Member who is absent because of an injury or disease compensable under the Michigan Worker's Compensation Law shall receive from the Board the difference between the disability benefits provided by the Michigan Worker's Compensation Law and the individual's current annual contract provisions until such time as short and long term disability benefits are payable. At that time the Board will no longer pay the difference and the disability benefit levels as coordinated will be the maximum compensation.

E. TAX SHELTERED ANNUITY - SECTION 403B

The Board shall pay for a Tax Sheltered Annuity under the district's Tax Sheltered Annuity Program operated in compliance with Section 403b of the Internal Revenue Code and district policies for each bargaining unit member hired on or before June 30, 2010. Bargaining unit members first hired on or after July 1, 2010 shall not be eligible for Tax Sheltered Annuity program contributions made by the Board under this provision. The payment shall be made in two equal installments with 50% of the annual TSA contribution to be made in January for all bargaining unit members who are employed as of the last day of the first semester of the current school year and were working or on paid leave, not including workers compensation or short or long term disability, for sixty (60) or more days in the prior year. This will be measured by counting backward from the end of the first semester of the current school year. 50% of the annual TSA contribution will be made in June for all bargaining unit members who are employed as of the last day of the second semester of the school year that just concluded and were working or on paid leave, not including workers compensation or short or long term disability, for sixty (60) or more days in the prior year. This will be measured by counting backward from the end of the second semester of the school year that just concluded.

For bargaining unit members on step 8 or below of the salary schedule, the Board's annual contribution to a Tax Sheltered Annuity (TSA) shall be calculated as follows: Salary on step 8 of the BA+ schedule divided by 190, multiplied by 4, and multiplied by 80%. This formula calculates an annual TSA contribution of:

\$878 for 2010-2011

\$885 for 2011-2012

To be determined for 2012-13 and 2013-14

For bargaining unit members on step 9 or above of the salary schedule, the Board's annual contribution to a Tax Sheltered Annuity (TSA) shall be calculated as follows: Salary on step 15 of the MA+ schedule divided by 190, multiplied by 4, and multiplied by 80%. This formula calculates an annual TSA contribution of:

\$1,170 for 2010-2011

\$1,181 for 2011-2012

To be determined for 2012-13 and 2013-14

F. ANNUAL LEAVE AND SICK LEAVE DAYS

Full-time Bargaining Unit Members shall be entitled to eleven annual leave days. Part-time members, those employed after the beginning of the school year, or those with extended contracts, shall have annual leave days prorated based on the rate of one (1) for each contract month.

Annual leave days may be taken by a Bargaining Unit Member for the following reasons and subject to the following conditions:

- (1) Annual leave days, for other than personal illness, shall not be taken the day prior to or following a scheduled holiday or vacation period unless on an emergency basis. Leave days for other than personal illness will not be granted on the first and last day of the school year unless on an emergency basis.
- (2) Annual leave of more than two consecutive working days, for other than personal illness, must be submitted in writing to the Superintendent at least five (5) working days in advance, except in emergency situations. Use is subject to Superintendent approval and is non-grievable.

The appropriate number of days shall be credited to each Bargaining Unit Member on the first day of employment.

At the end of the contract year, unused annual leave days shall become sick leave days. The total number of annual leave days and accumulated sick leave days shall not exceed sixty (60) days. Short/Long Term Disability must be utilized upon eligibility. All sick days must be verified and approved by the Superintendent, or his/her designee. Sick leave is primarily for sickness of the Bargaining Unit Member, however, it is allowable to be used for illness of the Bargaining Unit Member's household, and critical illness of the Bargaining Unit Member's mother, father, or adult children which requires the Bargaining Unit Member's personal attention and is justified to the satisfaction of the Superintendent.

Bargaining Unit Members must report sick days as follows:

- (1) Notify BISD, by phone, day of sickness.
- (2) Verify to BISD, on the approved form the day returning to work.

BISD may require medical verification of any sick day.

Bargaining Unit Members retiring under the provisions of the Michigan Public Schools Employees Retirement System who have fifteen (15) years or more seniority with BISD and submit their written resignation to their supervisor on or before February 1 with an effective date of retirement on the following June 30th shall be paid at the time of termination of employment with BISD for unused annual leave and sick leave days up to a maximum of 30 accumulated days at the substitute teacher daily rate then in effect. For 2010-11 only, the deadline will be May 1, 2011 rather than February 1, 2011.

Bargaining Unit Members retiring under the provisions of the Michigan Public Schools Employees Retirement System who have fifteen (15) years or more seniority with BISD and submit their written resignation to their supervisor after February 1 shall be paid at the time of termination of employment with BISD for unused annual leave and sick leave days in excess of 30 accumulated days at the substitute teacher daily rate then in effect.

The beneficiary of a Bargaining Unit Member who dies while employed with BISD with fifteen (15) years or more seniority with BISD shall be paid for unused annual leave and sick leave days in excess of 30 accumulated days at the substitute teacher daily rate then in effect. The beneficiary will be the same as designated for district paid term life insurance per Appendix B, Section B.

G. Bargaining Unit Members are eligible for BISD paid premiums for insurance benefits as follows:

Commencing the first day of contract of employment. Coverages will continue until the end of the month of the effective date of termination in cases of layoff, death, or voluntary termination with thirty (30) calendar days notice. However, persons leaving for employment in another school district or retiring under the Michigan Public Schools Employees Retirement System will be eligible for normal BISD paid insurance premiums as long as they remain on BISD payroll or no later than August 31, whichever occurs first.

H. Part-time, regular Bargaining Unit Members, defined as Bargaining Unit Members working at least 658 hours per year, but less than 987 hours per year shall be eligible for BISD payment of one-half of normal insurance premiums, excluding long-term disability which is not available to part-time regular Bargaining Unit Members, subject to carrier requirements and one-half (1/2) of other benefits.

I. All insurance coverage is subject to the underwriting rules and regulations of the selected carrier.